



Request for Proposal (RFP)

No. 1617 -153

Web Content Management Services

Proposal Due Date

Friday, March 24, 2017

At 11:00AM

Procurement, Central Services and Risk Management

900 Otay Lakes Road, Room 1651

Chula Vista, CA 91910

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Notice to Proposers

Request for Proposal (RFP) No. 1516-153

Web Content Management Services

Notice is hereby given by the Southwestern Community College District of San Diego County, California, hereinafter referred to as the District, acting by and through its Governing Board, will receive up to, but not later than **11:00 AM on March 24, 2017**, responses to this Request for Proposal (RFP) for Web Content Management Services for the Southwestern Community College District.

A **Mandatory** Pre-Proposal meeting will be held on Tuesday, March 7, 2017 at 2:00PM in Room 1651.

Responses shall be received in the Office of Procurement, Central Services & Risk Management, Room 1651 located at 900 Otay Lakes Road, Chula Vista, CA 91910, on the date and at the time stated above.

All responses to this RFP shall conform and be responsive to the RFP, including its attachments and addenda.

All interested Firms may request a copy of this RFP by e-mailing purchasing@swccd.edu calling 619-482-6481 or by visiting the District's web-site at www.swccd.edu/procurement . Any requests for information may be directed to Priya Jerome, Director of Procurement, Central Services & Risk Management by e-mailing purchasing@swccd.edu no later than **4:00PM on Friday, March 3, 2016**.

Kindred Murillo, Ed.D.
Secretary of the Governing Board
Southwestern Community College District
of San Diego, California

RFP No. 1617 -153 Web Content Management Services

RFP SCHEDULE

Date of Issue	February 3, 2017
Advertisement Dates	February 3, 2017 February 10, 2017
Publication	Union Tribune
Document Available	February 15, 2017
Request for Information (RFI)	March 3, 2017 2:00 PM
<u>Mandatory</u> Pre-Proposal Meeting	March 7, 2017 2:00PM
District Responds to RFI's	March 10, 2017
Due Date	Friday, March 24, 2017 11:00 AM – Room 1651
Interview/Presentations	April 7, 2017 8:00AM to 4:00PM
Contract Negotiations (if needed)	April 11, 2017
Anticipated Governing Board Approval	May 9, 2017

1. DISTRICT OVERVIEW

The Southwestern Community College District (SCCD), located South of San Diego and extending to the U.S. – Mexico border, is one of seventy two community college districts in the California Community College system. It serves as the primary source of higher education for approximately 400,000 residents of the South San Diego County area including the communities of Bonita, Chula Vista, Imperial Beach, National City, Nestor, Otay Mesa, Palm City, San Ysidro, Sunnyside, and Coronado.

The college began offering classes to 1,675 students in 1961, with temporary quarters at Chula Vista High School. Groundbreaking for the present 156-acre campus was in 1963. By September of 1964, initial construction was complete and classes were held for the first time on the present Otay Lakes Road site in Chula Vista. In addition to its main campus in Chula Vista, Southwestern College has established four (4) center sites, the Southwestern College Education Center at San Ysidro (1988), the Higher Education Center in National City (1998), the Higher Education Center in Otay Mesa (2007), and Crown Cove Aquatic Center. The college also provides off-campus classes at several extension centers throughout the district. Current enrollment is nearly 23,000 students and more than 600,000 students have attended Southwestern College since it opened its doors fifty (50) years ago. The District employs approximately 800 employees (full and part time).

2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

PURPOSE OF RFP

Southwestern Community College District (SCCD) is seeking to retain a firm to provide quality website redesign and content management software solution to serve as a back-end to the Districts websites <http://www.scccd.edu>. This solution should provide for the migration of the existing content and allow non-technical users to be able to enter and manage their own content as simply as possible while enforcing consistency and Section 508 and WCAG 2.0 compliance throughout the sites. Our intention is to choose a complete website redesign and content management solution firm that will meet with wide acceptance within the college community, and demonstrate the ability to grow with us for many years to come.

After gaining a better understanding of College and District operations and goals for website maintenance, the successful firm will provide recommended policies and procedures to ensure that the website is accessible and kept up to date by all responsible parties.

The entirety of this Request for Proposals (RFP) document sets forth the District's requirements in detail. All responses should be submitted in accordance with the terms and conditions contained in the foregoing document.

DEFINITION OF TERMS

The designation of District refers to the Southwestern Community College District, a political subdivision of the State of California.

The term "**Proposers**" refers to Firms that choose to submit proposals for Web Content Management Services.

The terms "**Contract**" and "**Agreement**" shall be used interchangeably within this document.

Throughout this document, the term "**District**" shall be used to designate the rights and responsibilities of the Southwestern Community College District.

The term "**Proposer**" shall be used to designate the rights and responsibilities of the successful firm responding to this RFP.

PROPOSAL QUESTIONS

All questions regarding this RFP should be sent, via e-mail to Priya Jerome, Director of Procurement, Central Services & Risk Management at purchasing@swccd.edu

Questions will only be accepted until March 3, 2017 no later than 2:00 P.M. The e-mail subject line should read: "Your company name/Questions regarding RFP No. 1617 -153. No

direct responses will be sent to the company/firm asking the question. Questions we feel need to be responded, will be answered in the form of an **addendum** and sent to all potential respondents on Friday, March 10, 2017. All addendums to this RFP will be posted on the District's web site.

PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to ensure that Proposals are received in the following two ways: via email submission **and** hard copy submission.

(1) For Email Submission: Proposals are to be submitted, via e-mail, to the Purchasing Department no later than 11:00AM on Friday, March 24, 2017.

Submit Proposal to: purchasing@swccd.edu

The Proposal must be emailed to the address above as an attachment in Word, PDF, or Excel format and not exceed file size of 10MB. Proposals with documents exceeding 10MB in size should be saved to a smaller file size or split up and sent as separate emails. Subject line of e-mail containing submitted proposal should include and read "name of your company/submittal for RFP No. 1617–153 ("Email 1 of XX" if more than one)".

(2) For Hard Copy Submission:

Proposer must submit one (1) original and eight (8) copies of the proposal, in a 3-ring binder, with tabs and one (1) USB Flash Drive with the proposal saved on it. Emphasis should be on completeness and clarity of contents. Proposals should be in 12 point type and not exceed fifteen (15) pages in length, excluding sample reports, numerical analyses, Proposal Forms: A, B, C, D, E, F, G, H & I and all Appendices A through E. Proposals submitted in response to this RFP shall be in the following order and shall include:

- A. **General Information** - Provide a cover letter per the requirements of PROPOSAL FORM A.
- B. **Mandatory Responses** - Provide answers to the questions in both Sections 1 and 2 of PROPOSAL FORM B. Limit responses to no more than one page per question.
- C. **Personnel Experience** – For each individual being proposed, provide the name(s), title(s), qualification(s), license information, availability and location of key staff members and supervisory personnel expected to work on this project, using the format outlined on PROPOSAL FORM C. Please include an organizational chart for the proposed staff and indicate who will be the District's contact person for this Project.
- D. **Specification and Features** – PROPOSAL FORM D
- E. **Fee and Rate Proposal** – PROPOSAL FORM E.
- F. **General Terms and Conditions** – PROPOSAL FORM F.
- G. **References** – Provide six - (6) (three (3) current and three (3) previous) references using the format outlined in PROPOSAL FORM G.

H. Addenda Acknowledgement – PROPOSAL FORM H

I. IT Accessibility Standards and Compliance Requirement - PROPOSAL FORM I

J. Appendices

- a. Non-collusion Declaration – Must be notarized
- b. Equal Opportunity Affirmative Action Statement (requires Corporate Seal)
- c. Contractor's Certificate Regarding Worker's Compensation (requires Corporate Seal)
- d. Sample Agreement/Contract
- e. Check List

Oral, telephone, facsimile (fax machine) proposals **will not** be accepted. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFP.

This proposal package should be enclosed in a sealed envelope bearing the name of the Proposer and RFP No. 1617-153 clearly marked. All proposals must be received on or before the above mentioned due date and time of **11:00 a.m. on Friday, March 24, 2017**. Any proposal received after the scheduled closing time for receipt of proposal will be returned to the proposer unopened or rejected. All sealed proposals must be delivered to:

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
Attention: Priya Jerome, Director of Procurement, Central Services & Risk Management
900 Otay Lakes Road, Room 1651
Chula Vista, CA 91910
(Room 1651 is located in the back of Parking Lot D)

RIGHT TO REJECT

This Request for Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informality and to reject any or all proposals and/or to cancel the Request for Proposal. The District expressly reserves the right to postpone the proposal opening date for its own convenience. The award shall be made on the proposal(s) that serve(s) the best interest of the District and will not be evaluated solely on a monetary basis; however proposers are encouraged to submit their best prices in their proposals. Award will be based on proposer's qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District's Governing Board.

MODIFICATIONS TO PROPOSALS

The proposal may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner. No modifications will be allowed after the RFP due date and time has passed.

PROPRIETARY INFORMATION

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed due the Provisions of the California Public Records Act. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

ORDINANCES, LAWS AND REGULATIONS

The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

ELECTRONIC AND INFORMATION TECHNOLOGIES (IT).

Electronic and IT products in this order shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Product covered under this provision includes but is not limited to the following: Software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products such as copiers; and desktop and portable computers. Supplier agrees to

respond promptly and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Supplier further agrees to indemnify and hold harmless the District from and against any claim arising out of Supplier's failure to comply with these requirements. Supplier acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement or cancellation of the order.

WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request via e-mail to purchasing@swccd.edu at any time **prior** to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: "your company name/withdrawal of RFP No. 1617 -153. No proposal may be withdrawn or modified after that deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions of the RFP.

IRREVOCABLE OFFER

Proposals shall be considered irrevocable offers for a period of ninety (90) days from the date of receipt and may not be withdrawn during this period without consent of the District.

COST OF PREPARING PROPOSALS

Any and all costs associated with the preparation of responses to this Request for Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

COMPLETION OF PROPOSALS

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal.

EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall thoroughly examine the contents of this RFP. The failure or omission of any Proposer to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the firm from obligations with respect to this RFP or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

If any ambiguity, conflict, discrepancy, omission or other errors in the RFP is discovered, then the Proposer shall immediately notify the District of the error in writing and request modification or clarification of the document. All requests for clarifications shall be sent to the Director of Procurement, Central Services and Risk Management by email.

ERROR IN PROPOSAL

Proposer shall be bound by the terms and conditions of the proposal. However, if material errors are found in a proposal, the District may notify the Proposer that the submitted proposal and requires correction of the errors. The District reserves the right to request additional information or clarification to allow corrections of errors or omissions.

INTERVIEWS/PRESENTATION

For this RFP, shortlisted proposers will be required to make oral and visual presentations at the request of the District and based on the availability of the review committee. The District will schedule the date, time and location for any presentations as requested. Oral presentations will be evaluated and will be subjected to the selection criteria.

AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that, all proposals be submitted initially in the most favorable terms possible, both economically and technically.

CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible after evaluation of the proposals. Performance period for this contract is anticipated to be from May 10, 2017 to May 9, 2020, with two (2) one (1) year extensions. Term shall not exceed five (5) years. After award, contract is subject to cancelation with 30-days written notice by either party.

INDEPENDENT CONTRACTOR STATUS

It is expressly understood that the firm named in any contract entered into by the District is acting as an "independent contractor" and not as an agent or employee of the District.

SCCD MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by SCCD. All Addenda issued to this RFP will be posted to the District web site at www.swccd.edu/procurement. Addenda will also be e-mailed to all that are known to have received a copy of the RFP. **Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal. (Proposal Form H)**

NEGOTIATION

District reserves the right to negotiate the final pricing, terms and conditions of Contract before award of business.

AWARD OF CONTRACT

It is anticipated that a contract will be awarded by the Board of Trustees at a regularly scheduled meeting on Tuesday, May 09, 2017. The award will be made to the responsible

firm judged to offer the most advantages for the District. At the time of the formal award, the apparent successful firm must have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each party for performance of the Agreement.

FINAL CONTRACT

The following documents are considered part of the final Agreement, in order of precedence:

- A. The final Agreement between SCCD and the Proposer.
- B. The Proposer's proposal in total, including all addenda and attachments;
- C. This RFP as originally released, with Appendices and any addenda released prior to proposal opening.

All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFP.

NON-COLLUSION DECLARATION

Declarations are required to be completed by the Proposer declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer must accept and sign the Equal Opportunity and Affirmative Action Statement set forth in Appendix B.

PROHIBITED INTEREST

No official of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve this contract, shall have direct or indirect financial interest in the award or any part thereof. Proposer shall receive no compensation hereunder should bidder aid, abet or knowingly participate in violation of this article or breach or violation of this article, the District shall have the right to terminate the contract either in part or in whole and any loss or damage sustained by the District in procuring the services on the open market which the Proposer agreed to perform, shall be borne and paid for by the Proposer.

QUALITY OF WORK

The Proposer shall be responsible for the performance of all work as specified herein and shall guarantee that work will meet or exceed the specifications as set forth herein. If it is determined by the District that such services and/or materials do not meet requirements of the District, the Proposer shall be required to correct the same at their own expense.

QUALITY OF PERSONNEL ASSIGNED TO THE WORK

The Proposer shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best qualified personnel to work under this contract. Should the District deem anyone employed under any contract which may arise as a result of this RFP to be incompetent or unfit for his/her duties and so inform the Proposer, the Proposer shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this contract.

FEES

The District agrees to pay and the Proposer agrees to accept for performance of all services rendered herein, exclusive of extra work and services, a fee as specified in the cost proposal included herein. The prices specified in the cost proposal shall be firm for the duration of the contract and shall include all of the Proposer's costs, taxes, duties, license fees, expenses, overhead, required bonds, and profit.

It is understood and agreed that said fee is a maximum fee and is subject to corresponding reduction in the event that the actual cost of performing the services proves to be less than is now estimated at the time of entering into the contract.

TERMINATION

The District hereby reserves the right to terminate this Agreement, with or without cause, at any time. In the event of such termination, the Proposer shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and the Proposer hereby expressly waives any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under any contract derived as a result of this RFP, the District will not be obligated to pay remaining unpaid balances beyond those funds for services already received.

DEFAULT

The District shall hold the Proposer responsible for any damage which may be sustained because of the failure or neglect of the Proposer to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence of the delivery requirement of any contract which may arise as a result of this RFP. If the Proposer fails or neglects to furnish or deliver any of the services, materials, or supplies listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of any contract which may arise as a result of this RFP, the District may, upon written notice to the Proposer, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the services, materials, or supplies elsewhere without notice to the

Proposer. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by the Proposer's default may be collected by the District from the Proposer and/or from the surety on the performance bond, if any.

FORCE MAJEURE

The parties to any contract which may arise as a result of this RFP shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plant, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

INTERVIEWS/PRESENTATIONS

Responses to this RFP may be so similar in quality that oral interviews may need to be conducted to assist in making the final selection. The decision to hold interviews and the scope or any limitations thereof shall be at the sole discretion of the District. In the event that an interview is prescribed, the District requires that the designated representatives identified in the proposals as being the attorneys who will be assigned to the District, be present and prepared to respond to District inquiries.

GOVERNMENT AGENCY CLAUSE (PIGGYBACK CLAUSE)

For the term of the Agreement and any mutually agreed upon extensions pursuant to this RFP, other K-12 districts and community colleges or districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase items at the price and upon (Community Colleges) of the Public Contract Code.

District waives its right to require such other districts/colleges and/or any participating agencies to draw the warrants in the favor of the District as provided in said Code sections.

PROPOSER CONDUCT

During the RFP window (from release of this RFP to final award), proposer is not permitted to contact any SCCD employees or members of the Governing Board unless at the request of SCCD's designated contact person (Director of Procurement, Central Services & Risk Management) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

ASSIGNMENT OF CONTRACT

The contract entered into for the performance of these specifications may not be, in whole or any part, assigned or transferred, directly or indirectly, without the prior written consent of the District.

CHANGES TO CONTRACT TERMS

If experience or special circumstances dictate the need for modifications in the level or variety of services at any location, it shall be specifically understood and agreed that such modifications may be implemented by mutual agreement without voiding in any manner the contract executed by the parties at the beginning of the contract term.

Any changes, additions, deletions, or modifications, which materially change the terms of the contract, shall be made by written amendment and signed by the District and the Proposer.

3. EVALUATION OF PROPOSALS

The proposals shall be primarily evaluated based upon qualifications, expertise of the firm and personnel, demonstrated knowledge and experience with public agencies comparable to the District. Product innovativeness, compatibility and fit with District needs along with estimated fees are other important evaluation considerations in this RFP.

The RFP will be reviewed by a selection committee of District representatives. The evaluation team will recommend award of Agreement to the Governing Board.

Evaluation Matrix	
Qualifications, Technical Expertise of the Firm, Personnel assigned to the Project, Experience and Client References on Relevant, Similar Work Accomplished for Public Agencies Comparable to District for California public schools.	20 Points
The Proposed WCMS solution, Innovativeness, Compatibility and Fit with District Needs, including value added support.	25 Points
Implementation Schedule and content migration effort.	15 Points
Interview, Presentation and Quality of Proposal Response.	20 Points
Fee/Costs for Services.	20 Points

Firm personnel will be invited to participate in oral interviews; this process would require the mandatory presence of all persons identified to work on this project. Following the interview, District staff may choose to negotiate a contract with one or more selected firms. Negotiations

will require the **mandatory** presence of the representative responsible for binding the contract of the proposal submitting firm.

Proposals will be initially evaluated on the written responses to the RFP. Proposers will be allowed to enhance their initial proposals during negotiations.

4. SCOPE OF SERVICES

The purpose of this project is to select and implement a Web Content Management System that will help the District address the following:

- Enabling all user groups (i.e., divisions, departments, programs, etc.) to easily maintain a presence on the District website.
- Ensuring accessibility for users of all abilities by conforming to state and federal accessibility standards.
- Improving the quality, accuracy and timeliness of information on the District website.
- Enabling our website content to reach the highest number of browsers and devices.
- Ensuring that our website has forward compatibility and can make the transition to effectively use emerging and future technologies.
- Ensuring that our website have a consistent look and feel.

This project will be coordinated by the District's Public Information & Government Relations with assistance from the Information Technology Department. It is the expectation of the District that the firm awarded the contract under this RFP will coordinate the redesign and content management solution project and work closely with the District's Web Portal Administrator and the college Webmasters.

WCMS REQUIRED FEATURES

ADA Compliance

- ADA/508 Compliance – The selected WCMS will be compliant “out of the box” with the most current Section 508 requirements.
- ADA/508 Compliance (cont'd) – The selected WCMS will offer tools that make it simple for faculty and staff to ensure that their web pages are in compliance with Federal and State guidelines for accessibility by people with disabilities, i.e. a system that requires the user to enter an “alt tag” for each image."

Licensing/Legal/Training

- Licensing for Unlimited Users – The license must permit an unlimited number of authenticated users with editing and approval privileges/capabilities, on multiple domains (Intranet and/or Public sites, staging and developments servers, with an unrestricted number of CPUs on the provided servers).

- An assessment of user needs, conducted through focus groups with key decision makers and internal and external constituent groups to determine the preferences, goals and objectives of the project.
- A complete system that is the property of the District, to be maintained by District staff, and will not include any proprietary scripts/codes that cannot be freely edited for future use at by the District.
- Copywriting – will include copywriter(s) to rewrite all current main landing pages (departments/schools/district) to ensure uniformity and district standards.
- Empowering staff and faculty to keep their websites up to date, without requiring special software or a high level of technical skills.
- Flexible Templating System – Include multiple templates for several areas including School home pages, department home pages, etc.

Client Side Interface

- Separation of Content and Design — Site redesigns will not require changes to content files.
- Allow system administrator to establish specific rights and capabilities for internal staff to update content based upon the role they have in updating the website.
- Table Tool – The system should include a tool that can set parameters for columns/rows and input for attractive display of statistical information.
- Photo gallery – The system should have an application for displaying a thumbnail/image repository.
- Content Repurposing – This feature allows the creation of an assets directory. Users can view the items they have access to, which may include text, images, media, code blocks, managed forms, image galleries, polls, and more. All content can be reused and is centrally managed, so edits are made once and updated everywhere.
- In - Context Editing – Users will be able to work in - context with the layout and design of the page, with only the selected text area being editable in the WYSIWYG Editor.
- Instant and Scheduled Publishing – Instantly publish pages, directories, or entire sites with no publishing queues. In addition, pages can be scheduled for publish at future or recurring times.
- Calendar – will include the ability to integrate an event calendar into the website; calendars can be customized and personalized.
- Forms, Surveys & Polls – will include the ability to easily create and manage forms, surveys, and polls.
- Versioning – The system will automatically create a version of every file published, allowing for rollback and document comparison.
- Multi - Site Management – Allows administrator to manage unlimited sites and sub - sites, including sites hosted on different web servers, and independently control access for each site. Allows sharing of templates, content, and media across sites.
- Google Translation Tool (or equivalent) – allows for incorporation of Google translation feature for English, Spanish, Arabic, Tagalog and Vietnamese.

Design

- Responsive Design - will include the use of responsive design.
- Robust Search tool

- News Management – will include the ability to automatically syndicate and generate RSS items when a page is created or updated, and add items to an RSS feed when the page is published.

Technology/Server

- Security – The WCMS shall have the following security features:
 - Full time SSL (https://) enforcement
- Server and Platform Independence – will include the ability to be installed on all major server environments (Linux, Windows, Solaris, OSX) and accessed from all modern web browsers (Chrome, Firefox, Internet Explorer, Safari).
- Modularized and nested templates — allows developers to maintain modular and extremely granular template control.
- Compatible with our current content stored in SQL database.
- Ability to integrate all major server - side scripting languages, for custom coding as needed — examples include PHP, ASP.NET, Java and Python
- Flexible Hosting Options – WCMS can be managed via the cloud or hosted on user's own servers. Will provide the same functionality and features, regardless of the hosting choice.
- Browser Based Administration - Update, delete and create template-based web pages
- Extensible Platform – integration of WCMS with other campus systems such as portals, student recruitment, and student information systems.
- Extensibility and APIs – Firm should offer an extensive API library, allowing developers to add new features quickly and connect to external apps easily.
- Developer Community – the firm will support a developer community, where developers can gain insight and collaborate on code or pull from the library of templates.
- Source Code Editing - Developers can work within the WCMS for source code edits.
- Development Environment - Developers can extensively test server - side code, new redesigns, or any major site changes on an alternate server before going live on the production server.
- Binary Management – Manage binary files such as photos, videos, and PDFs; binaries can be versioned, published, scheduled, and entered into workflow.
- Multi - Browser Preview – Before publishing, users can preview a page in different browser/platform combinations with full - resolution screenshots of each browser.
- Tools for Quality Content – Examples of tools would be spell checking, link checking, W3C validation, and/or accessibility checking before a page is published.
- Multi - Channel Analytics – Integrated analytics combine Google, and Social Media activity for pages published. Graphs show analytics activity both site - wide and at the page level, with the ability to view page activity by version.
- Link Management – Automatically updates links within the WCMS system, and notifies the user of external broken links (which may be fixed manually.)
- WYSIWYG browser - based editor – The system should have a web - based rich text editor to allow publishers to create formatted content without knowing HTML, CSS, XML or XSL.
- Online Help – The system should include an integrated context - sensitive help system should is built in to the WCMS.

- Undo and Revert – the system should allow users to “undo” operations if they make a mistake, and to “revert” to a previous version.
- CSS (Cascading Style Sheet) – The cascading style sheet (CSS) should be incorporated at the template level.

Preferred Features

- Social Media Integration – will include the ability for administrators to publish content to Facebook and Twitter whenever a page gets published, as well as synchronize a Facebook page tab with any page on the site.
- Campus Maps – will include the ability to easily design and make edits to a campus map.
- Add-On gadgets or widgets – allows developers to add contextual functions to customize and configure small apps to their user's specific needs.
- Drag-and-Drop – The system will offer the ability to move files and upload files via a simple drag and drop scheme.
- HTML5 Compatible User Interface – allows fast, responsive access to WCMS system and multi-media options.

Training

The firm shall provide a proposed cost for training to assist the District to define, provide, and execute a training plan for four (4) instructor-led training sessions as described:

- Editors/Staff: Three of the training sessions are to prepare staff to be able to upload content, run web statistics, customize and edit the site as needed. Include all travel related expenses.
- Site Administrators: One of the training classes is for site administrators only. The session shall include, at a minimum, general system administration, new site setup, assigning permissions and configuring search functionality, etc. and shall be completed during the Implementation Phase. Additionally, the firm must provide a quick start WCMS training guide in booklet and/or CD form for the District to retain. This training tool must be provided as a deliverable of the initial implementation services.

Implementation

The firm shall provide a proposed cost for implementation services to include all of the following:

- Server installation, testing, and deployment support.
- Establish connectivity to the host target server after deployment.
- Knowledge transfer and up to 120 hours professional service hours as needed by project team.
- Corresponding system documentation and webinar support.
- Training for a minimum of 3-6 administrator level personnel after system delivery.

Content Migration

The firm shall provide a proposed cost to convert web pages and migrate from existing WCMS solutions to its proposed solutions. Migration services shall include:

- 40 hours of professional service hours to convert the existing web site from the proprietary existing WCMS or other WCMS to a web site managed as XML./XSLCMS
- Configuration of the migration tool set and completion of migration templates.
- Participation in a weekly basis conference call (one hour) during the implementation phase of the project.
- Final review of all content with department/school/office Supervisors

Maintenance and Support

The firm shall provide a price for annual software maintenance and support. The price shall be firm for Year 1 through Year 3 and shall be mutually agreed upon for Year 4 and Year 5. Maintenance and support shall be billed on an annual basis and shall also include the following:

- Single point of contact
- All future upgrades and patches
- 24x 7 level one support.
- Minimum 30 annual service request tickets.

Technical support for product must be available by telephone during regular business hours, 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday. All product updates and patches should be available by download.

PROPOSAL FORM A General Information
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1. Cover Letter

Cover letter to District in addition to the Proposers narrative must include the information noted below in a letter format.

The individual who is authorized to bind for Web Content Management Services Proposal (hence, "Proposer") contractually must sign the cover letter, which must accompany the Proposer's RFP 1617 -153 response. This cover letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Proposer's firm. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement that the Proposer acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must also contain the following:

- The Proposer's name, address, e-mail, telephone, and facsimile number.
- The Proposer's Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual signing the cover letter.
- A statement indicating the signature is authorized to bind the Proposer contractually.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- A statement to the effect that the proposal is a firm and irrevocable offer, good for 90 days. Please complete Proposal Form A through I and Appendices A thru F as part of your RFP response.
- A statement expressing the Proposer's willingness to perform the services as described in this RFP.

- A statement indicating that all forms, certificates and compliance requirements included in this RFP are completed and duly submitted in the proposal response.
- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFP.

2. Proposer Corporate Information

- Type of Firm:
Corporation: _____ Proprietorship: _____ Partnership: _____
Joint Venture: _____ Other (please describe): _____
- Business License Number: _____
- Number of years in business under firm name: _____
- Has the firm changed its name within the past 3 years?
YES ☐ NO ☐
If yes, provide former name(s): _____

- Have there been any recent (within the last three years) changes in control/ownership of the firm?
YES ☐ NO ☐
If yes, explain. _____

- Have officers or principals of the firm ever had their business license suspended or revoked for any reason?
YES ☐ NO ☐
If yes, please explain. _____

PROPOSAL FORM B MANDATORY RESPONSES

For each of the following questions please limit your response to no more than one page per question. **Responses should be in 12 point type and not exceed fifteen (15) pages in length, excluding sample reports, screen shots and numerical analyses.** Each proposal shall specifically address the following topics. Please refrain from submitting general marketing materials which do not explicitly respond to the questions below. Ensure each question is numbered per the RFP and each question is clearly identified and precedes the response.

Provide a general description of the firm's financial condition and identify any conditions (e.g. pending litigation, bankruptcy, planned office closures or mergers) that may affect firm's ability to perform.

1. **Qualifications and Experience of Firm**

- 1.1. State whether the firm is local, regional, national, or international. Identify the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.
- 1.2. Detail Firm's experience including each team member's experience in providing the services listed in the RFP include Project Name, Client Organization within the last 5 years.
- 1.3. Describe other contracts (at least 6, but no more than 10) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
- 1.4. Provide references, including name, address and telephone number of a contact person for each project identified and described above. Indicate commencement dates, duration and type of operation (Use Proposal Form G).
- 1.5. Provide a list of all Public Educational clients in the State of California.
- 1.6. Provide a general description of the firm's financial condition and identify any conditions (e.g. pending litigation, bankruptcy, planned office closures or mergers) that may affect firm's ability to perform.

2. **Project Manager and Key Technical Personnel**

- 2.1. Clearly identify the professional staff person(s) who would be assigned as your Project Manager and key technical personnel and provide resumes. The proposal should indicate the abilities, qualifications, and experience of these individuals (Use Proposal Form C).

3. **Project Approach**

- 3.1. For the Scope, specification and tasks outlined in this RFP provide a narrative describing the firm's understanding of the task and indicate the following:
 - 3.1.1. Approach used to complete the task.
 - 3.1.2. Information needed from the District.
 - 3.1.3. Issues to be considered in completion.

- 3.1.4. Team member(s) who will complete the task.
 - 3.1.5. If more than one, clearly indicate the responsibility of each team member.
 - 3.1.6. Estimated level of effort in hours, broken down by subtasks and each team member's effort.
 - 3.1.7. Indicate standards adhered to and certifications held by team members.
 - 3.1.8. Any project contingencies or dependencies.
4. **System Characteristics and Compatibility**
- 4.1. Describe the key features of your content management solution and whether the proposed solution adheres to the desired scope of services.
 - 4.2. Describe the redesign process, proposed schedule, and the content management system and its capabilities.
 - 4.3. List and define the professional services and hours necessary and included to implement your content management and website redesign solution.
 - 4.4. Describe your expertise in redesigning websites to meet the most recent web standards.
 - 4.5. Describe how your firm will communicate and work with District employees to implement the website and content management solution.
 - 4.6. Describe the level of support/maintenance proposed with this solution. List any additional longer-term support/maintenance available along with cost. Describe your hosting solution including security and bandwidth, sharing of resources with other clients.
 - 4.7. Describe the level of training included in your proposal. Include examples of training materials for IT staff, site and content editors.
 - 4.8. Describe your hosting solution including security and bandwidth.
 - 4.9. Describe your data migration process.
 - 4.10. Describe workflow solutions provided by your content management system.
 - 4.11. Describe your ability to integrate with external applications, including ERP systems, Active Directory, Portals and custom in-house applications.
5. **Additional Features and Product Roadmap**
- 5.1. List all features, additions or upgrades that your firm offers that makes your services and system unique.
 - 5.2. Please let us know where you are going with your product so we have information on your *planned* roadmap.
6. **Why Should SCCD Choose Your Firm/Product**
- 6.1. How do you differentiate your products from your competition?
 - 6.2. How do you see yourself being a good fit for SCCD?
 - 6.3. This implementation is a substantial investment of resources on the part of District, why should we choose your firm?
7. **Outsourcing**
- 7.1. Provide information on outsourced/purchased solution such as technology components of your application, contractor outsourcing for support or primary development efforts, etc.

8. Implementation Summary

8.1. Provide a high-level description of the implementation process including primary steps or phases, approximate timelines, Firm resources and required District resources necessary to launch the WCMS.

9. Data Ownership

9.1. Define how ownership of District data will be transferred to the District upon request or contract termination.

9.2. Also define any cost related to the data transfer.

**PROPOSAL FORM C
PERSONNEL EXPERIENCE**

NAME	
Title	
Office Location	
Role	
Qualification	
How Long in Current Position?	
How Long in Relevant Practice?	
How Long Licensed in California?	
Number of Community College Transactions Individual Has Participated?	
Brief Profile	
Other Relevant Experience	
Billing Rate	

NAME	
Title	
Office Location	
Role	
Qualification	
How Long in Current Position?	
How Long in Relevant Practice?	
How Long Licensed in California?	
Number of Community College Transactions Individual Has Participated?	
Brief Profile	
Other Relevant Experience	
Billing Rate	

**PROPOSAL FORM D
SPECIFICATION AND FEATURES**

Complete the Specification and Features Table below indicating how the proposed system meets the specifications of this RFP. Provide responses to the information requested below by checking the boxes as appropriate.

MANDATORY FEATURES	CONFIRM INCLUDED
<ul style="list-style-type: none"> • Licensing for Unlimited Users – The license must permit an unlimited number of authenticated users with editing and approval privileges/capabilities, on multiple domains (Intranet and/or Public sites, staging and developments servers, with an unrestricted number of CPUs on the provided servers). 	<p>___ Yes ___ No</p>
<ul style="list-style-type: none"> • ADA/508 Compliance – The selected WCMS will offer tools that make it simple for faculty and staff to ensure that their web pages are in compliance with Federal and State guidelines for accessibility by people with disabilities, i.e. a system that <u>requires</u> the user to enter an “alt tag” for each image. Please describe a minimum of three system tools that help faculty and staff with ADA compliance (you may enter as many as ten.) <ol style="list-style-type: none"> 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 	<p>___ Yes ___ No</p>

MANDATORY FEATURES	CONFIRM INCLUDED
<ul style="list-style-type: none"> • News Management – will include the ability to automatically syndicate and generate RSS items when a page is created or updated, and add items to an RSS feed when the page is published. 	<p>___ Yes ___ No</p>
<ul style="list-style-type: none"> • Mobile Website and Responsive Design – will include the ability to create and maintain a separate mobile site or use responsive design. 	<p>___ Yes ___ No</p>
<ul style="list-style-type: none"> • Separation of Content and Design — Content shall be stored in open-standard XML files within the CMS and transformed with the appropriate output styling through XSL templates. Site redesigns will not require changes to content files. Use of XSL or similar tool will provide the ability to sort, index, and group data in the presentation layer; change the output depending on actual values; use data structure information to drive your UI. 	<p>___ Yes ___ No</p>
<ul style="list-style-type: none"> • Multi-file output — will include the ability to associate content with additional XSL style sheets to provide multiple file outputs, such as text, .pdf or mobile formats. 	<p>___ Yes ___ No</p>
<ul style="list-style-type: none"> • Ability to integrate all major server-side scripting languages, for custom coding as needed — examples include PHP, ASP.NET, Java and Python. 	<p>___ Yes ___ No</p>
<ul style="list-style-type: none"> • Security– The WCMS shall have the following security features: <ul style="list-style-type: none"> -SSL certificates with 1024 bit keys -SSL security for authentication -SSL secured user input for forms 	<p>___ Yes ___ No</p>
<ul style="list-style-type: none"> • Modularized and nested templates — allows developers to maintain modular and extremely granular template control. 	<p>___ Yes ___ No</p>
<ul style="list-style-type: none"> • Extensible Platform – integration of WCMS with other campus systems such as portals, student recruitment, and student information systems. 	<p>___ Yes ___ No</p>
<ul style="list-style-type: none"> • Flexible Hosting Options – WCMS can be managed via the cloud or hosted on user’s own servers. Will provide the same functionality and features, regardless of the hosting choice. 	<p>___ Yes ___ No</p>

• Server and Platform Independence – will include the ability to be installed on all major server environments (Linux, Windows, Solaris, OSX) and accessed from all modern web browsers (Chrome, Firefox, Internet Explorer, Safari).	___ Yes ___ No
• Flexible Templating System – will include the ability to manage multiple content types in a single environment, including content in structured XML and legacy HTML; ability to target multiple server-side environments by publishing pages to HTML/HTML5.	___ Yes ___ No
• Extensibility and APIs – Firm should offer an extensive API library, allowing developers to add new features quickly and connect to external apps easily.	___ Yes ___ No
• Developer Community – the firm will support a developer community, where developers can gain insight and collaborate on code or pull from the library of templates.	___ Yes ___ No
• Source Code Editing – Developers can work <u>within</u> the WCMS for source code edits.	___ Yes ___ No
• Development Environment – Developers can extensively test server-side code, new redesigns, or any major site changes on an alternate server before going live on the production server.	___ Yes ___ No
• Content Repurposing – This feature allows the creation an assets directory. Users can view the items they have access to, which may include text, images, media, code blocks, managed forms, image galleries, polls, and more. All content can be reused and is centrally managed, so edits are made once and updated everywhere.	___ Yes ___ No
• Binary Management – Manage binary files such as photos, videos, and PDFs; binaries can be versioned, published, scheduled, and entered into workflow.	___ Yes ___ No
• In-Context Editing – Users will be able to work in-context with the layout and design of the page, with only the selected text area being editable in the WYSIWYG Editor.	___ Yes ___ No
• Multi-Browser Preview – Before publishing, users can preview a page in different browser/platform combinations with full-resolution screenshots of each browser.	___ Yes ___ No

<ul style="list-style-type: none"> • Instant and Scheduled Publishing – Instantly publish pages, directories, or entire sites with no publishing queues. In addition, pages can be scheduled for publish at future or recurring times. 	<p>___ Yes ___ No</p>
<p>Versioning – The system will automatically create a version of every file published, allowing for rollback and document comparison.</p>	<p>___ Yes ___ No</p>
<ul style="list-style-type: none"> • Multi-Site Management – Allows administrator to manage unlimited sites and sub-sites, including sites hosted on different web servers, and independently control access for each site. Allows sharing of templates, content, and media across sites. 	<p>___ Yes ___ No</p>
<ul style="list-style-type: none"> • Tools for Quality Content – Examples of tools would be spell checking, link checking, W3C validation, and/or accessibility checking before a page is published. Please list a minimum of three, and a maximum of ten tools available with your proposed WCMS that will help support quality content. <ol style="list-style-type: none"> 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 	<p>___ Yes ___ No</p>
<ul style="list-style-type: none"> • Multi-Channel Analytics – Integrated analytics combine Google, Twitter, and Facebook activity for pages published. Graphs show analytics activity both site-wide and at the page level, with the ability to view page activity by version. 	<p>___ Yes ___ No</p>
<ul style="list-style-type: none"> • Link Management – Automatically updates links within the WCMS system, and 	<p>___ Yes ___ No</p>

notifies the user of external broken links (which may be fixed manually.)	
• Photo gallery – The system should have an application for displaying a thumbnail/image repository.	___ Yes ___ No
• WYSIWYG browser-based editor – The system should have a web-based rich text editor to allow publishers to create formatted content without knowing HTML, CSS, XML or XSL.	___ Yes ___ No
• Undo and Revert – the system should allow users to “undo” operations if they make a mistake, and to “revert” to a previous version.	___ Yes ___ No
• CSS (Cascading Style Sheet) - The cascading style sheet (CSS) should be incorporated at the template level.	___ Yes ___ No
• Table Tool – The system should include a tool that can set parameters for columns/rows and input for attractive display of statistical information.	___ Yes ___ No
• Online Help – The system should include an integrated context-sensitive help system should is built in to the WCMS.	___ Yes ___ No

PREFERRED FEATURES	CONFIRM INCLUDED
• Social Media Integration – will include the ability to publish content to Facebook and Twitter whenever a page gets published, as well as synchronize a Facebook page tab with any page on the site.	___Yes ___No
• Forms, Surveys & Polls – will include the ability to easily create and manage forms, surveys, and polls.	___Yes ___No
• Course Catalog – will include the ability to manage an online course catalog. Information can be maintained completely in the WCMS or pulled from another system.	___Yes ___No
• Campus Maps – will include the ability to easily design and make edits to a campus map.	___Yes ___No
• Calendar – will include the ability to integrate an event calendar into the website; calendars can be customized and personalized.	___Yes ___No
• Add-On gadgets or widgets – allows developers to add contextual functions to customize and configure small apps to their user’s specific needs.	___Yes ___No
• Drag-and-Drop – The system will offer the ability to move files and upload files via a simple drag and drop scheme.	___Yes ___No
• HTML5 Compatible User Interface – allows fast, responsive access to WCMS system and multi-media options.	___Yes ___No
• Google Translation Tool (or equivalent) - allows for incorporation of Google translation feature for English, Spanish and Vietnamese into WCMS.	___Yes ___No
• Multi-Channel Analytics – Integrated analytics combine Google, Twitter, and Facebook activity for pages published. Graphs show analytics activity both site-wide and at the page level, with the ability to view page activity by version.	___Yes ___No

ADDITIONAL REQUIREMENTS	INCLUDED
All system data shall be the property of the District.	___Yes ___No
The system must allow for exporting of District data.	___Yes ___No
Extensive experience in Higher Education web content conversions.	___Yes ___No
Minimum five (5) years of experience working with California Community Colleges.	___Yes ___No
Are there recurring costs for the Enterprise license (not including maintenance and support)? If "Yes" response, please provide information regarding those additional costs.	___Yes ___No

**PROPOSAL FORM E
FEE AND RATE PROPOSAL**

The Total Basic System Proposal price must be inclusive of all applicable sales taxes, shipping costs, perpetual software license(s), migration and implementation costs, annual support for a minimum five years (due annually), and all training costs as described in Section 4 – Scope of Service.

TOTAL BASIC SYSTEM PRICE	
A. One-time License cost - Enterprise license District-wide with unlimited users	\$
B. Training, Include all services and 40 hours training as indicated in Section 4	\$
C. Implementation, Include all services and professional service hours indicated in Section 4	\$
D. Content Migration, Include all services and professional service hours indicated in Section 4	\$
E. Annual Enterprise Maintenance and Support	\$
F. Profession Services (above and beyond those required in Section 4) Additional professional services will be billed at the hourly rate provided on a time and material basis	\$ per hour
SUB-TOTALS:	
G. Total onetime cost (A+B+C+D)	\$
H. Total yearly maintenance and support cost – Year 1 through Year 5 (Ex5)	\$
GRAND TOTAL:	
I. TOTAL 5 years start-up cost (G+H)	\$

List any other types of services generating a cost to the District which are not included in the fees shown above, plus a formula or explanation as to how these additional costs will be determined and billed to the District.

Pricing / Fees for all five (5) years shall be firm.

<p style="text-align: center;">PROPOSAL FORM F GENERAL TERMS AND CONDITIONS</p>

Offer Held Firm: The Proposer agrees that it will not withdraw its offer for a period of *ninety (90)* calendar days from the opening date.

Right to Reject: The Proposer understands that the District reserves the right to reject any or all proposals and to waive any informality in the evaluation of proposals. The District intends to verbally negotiate with the Proposers to reach a final agreement.

Proposer Certification: The Proposer certifies that this proposal/bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud."

Execution of a Contract: If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements within twenty one (21) calendar days of receipt of written notice of acceptance of the Proposal by the District.

Assumption of Contract: The Proposer agrees to assume operations under the contract within ten (10) calendar days following the District's notification to proceed.

Exceptions to Specifications: In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFP document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated in detail and submitted as Appendix E: "RFP Exceptions".

Conflicts of Interest: All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is also an employee of the Southwestern Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

Required Submittals: The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

District's Right to Award: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

Legally Binding it is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

SUBMITTED BY:

Company Name

Mailing Address

City, State, and Zip Code

Telephone Number

FAX Number

By: Signature (Manual)

By: Signature (Typed or Printed)

Title

PROPOSAL FORM G REFERENCES

Each Proposer must be able to present both current and past evidence of satisfactory experience in providing services requested. The District is particularly interested in evaluating references from other public community colleges similar to size and function of Southwestern Community College District. Please list three (3) current and three (3) past references for California educational or public entities that can be contacted for an assessment of current or past client satisfaction using the format outlined below.

CURRENT REFERENCES

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Number of Years Using Your Firm's Services: _____

Type of System/Services Provided: _____

PAST REFERENCES

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Number of Years Using Your Firm's Services: _____

Type of System/ Services Provided: _____

<p>PROPOSAL FORM H Addenda Acknowledgement</p>
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Addenda: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum #_____ Date Received:_____

Addendum #_____ Date Received:_____

Addendum #_____ Date Received:_____

Addendum #_____ Date Received:_____

Addendum #_____ Date Received:_____

Addendum #_____ Date Received:_____

Addendum #_____ Date Received:_____

Addendum #_____ Date Received:_____

Addendum #_____ Date Received:_____

PROPOSAL FORM I

IT ACCESSIBILITY STANDARDS AND COMPLIANCE REQUIREMENT

For the product/service being purchased in this RFP, Firm must demonstrate compliance with the following standard: WCAG 2.0 level AA for products/services with web or Internet access.

Firm shall provide detailed information to the below questions along with the necessary demonstrations as required about the accessibility of the proposed IT products or services.

1. For services to develop web-related products, include a description of how each of the WCAG 2.0 level AA standard/requirement will be implemented.
2. For each area of noncompliance, describe any planned remediation roadmaps, including timelines and steps that will be taken to achieve full compliance, as well as interim workarounds to enable access by individuals with disabilities.
3. Provide your Firm's policy or commitment statement regarding electronic accessibility.
4. Who in your Firm is responsible for the electronic accessibility policy and compliance (provide contact information)?
5. Do you have an accessibility function or team responsible for technical development? Describe its role in your organization.
6. How does your company achieve compliance with IT accessibility standards?
7. Describe the testing protocols you use to assess the accessibility of your product/service.
8. Can you provide live or pre-recorded demonstrations of the accessibility of your product?
9. How do you assure that you keep your product current with changing legal requirements and accessibility best practices?
10. If needed and when requested, Firm must provide evaluation products for additional District validation testing.

Demonstration and Tests

- RFP Finalists should be required to provide demonstrations during the Site Visit for Product Demonstration or any other venue to support their statements about the accessibility of their products or services.
- At a minimum, the Firm should show how blind or low-vision users would access the product using a screen reader. The supplier also may be asked to include members of other disabled communities to demonstrate different types of accessibility compliance.

APPENDIX A
Non-Collusion Declaration

**NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH PROPOSAL**

State of California)
) ss.

County of _____)

_____, being first duly sworn, deposes
and says that he or she is _____ of
_____ the party making the foregoing proposal
that the proposal is not made in the interest of, or on behalf of, any undisclosed person,
Proposer, company, association, organization, or corporation; that the proposal is genuine
and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited
any other Proposer to put in a false or sham proposal, and has not directly or indirectly
colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham
proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not
in any manner, directly or indirectly, sought by agreement, communication, or conference
with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any
overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to
secure any advantage against the public body awarding the contract of anyone interested
in the proposed contract; that all statements contained in the proposal are true; and, further,
that the Proposer has not, directly or indirectly, submitted his or her proposal price or any
breakdown thereof, or the contents thereof, or divulged information or data relative thereto,
or paid, and will not pay, any fee to any corporation, Proposer, company association,
organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury that the foregoing
is true and correct.

Signature

APPENDIX B
Equal Opportunity Affirmative Action Statement

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT**

Proposer hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section

12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this ____ day of _____, 2017.

Name of individual, company or corporation

By:_____

Title:_____

Address:_____

City State Zip Code

(Corporate Seal)

APPENDIX C
Consultant's Certificate Regarding Worker's Compensation

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of individual, company or corporation

By:_____

(Corporate Seal)

Title:_____

Address:_____

City State Zip Code

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPENDIX D Sample Agreement

Proposer must submit all exceptions to the below agreement as part of the RFP submission for District review.

This Software Development Agreement ("Agreement"), dated May 9, 2017, ("Effective Date"), is entered into by and between _____ ("Firm"), a _____ Services provider, and Southwestern Community College District ("District"), a California public community college district.

RECITALS

- A. District is a California community college, providing, among other things, educational and support services to students in and around the County of San Diego.
- B. Firm provides independent Implementation, Support and Maintenance Services including, but not limited to, those services required by District as described in the RFP 1617-153 Web Content Management Services.
- C. District desires to retain Firm to perform services, in accordance with the RFP, and Firm agrees to perform such services on the terms and conditions set forth herein.

AGREEMENT

1. DEFINITIONS

Whenever used in this Agreement, any schedules, exhibits, or addenda to this Agreement, the following terms shall have the meanings assigned below. Other capitalized terms used in this Agreement are defined in the context in which they are used.

1.1 **"Agreement"** means this Web Content Management Services Agreement inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.

1.2 **"Authorized User"**, notwithstanding any attached schedules, means: (a) District, including its employees, authorized agents, students and volunteers of District; (b) Third Party consultants, auditors and other independent contractors performing services for District; (c) any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any system on which the Software may be in use; and (d) external users collaborating with District.

1.3 **“Class 1 Error”** means any error that renders the Software unusable for its intended purpose.

1.4 **“Confidential Information”** means any information that a disclosing party treats in a confidential manner and that is marked “Confidential Information” prior to disclosure to the other party. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the “Receiving Party”) with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed.

1.5 **“Documentation”** means, collectively: (a) all materials published or otherwise made available to District by Firm that relate to the functional, operational and/or performance capabilities of the Software; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Firm that describe the functional, operational and/or performance capabilities of the Software; and (c) any Requests for Information and/or Responses for Proposals (or documents of similar effect) issued by District, and the responses thereto from Firm, and any document which purports to update or revise any of the foregoing.

1.6 **“Enhancements”** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Software that Firm may develop or acquire.

1.7 **“Intellectual Property Rights”** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, federal law, and laws of foreign countries; (c) copyrights, other literary property or author’s rights, whether or not protected by copyright or as a mask work, under common law, state law, federal law, and laws of foreign countries; and (d) proprietary indicia, trademarks, tradenames, symbols, logos, and/or brand names under common law, state law, federal law, and laws of foreign countries.

1.8 **“Project Manager”** means the individual who shall serve as each party’s point of contact with the other party’s personnel as provided in this Agreement.

1.9 **“RFP Response”** means any proposal submitted by Firm to District in response to the RFP.

1.10 **“Software”** means the software developed by Firm for District pursuant to this Agreement that provides the functionality and/or produces the results described in the

Documentation, including without limitation all Enhancements thereto, all interfaces, and all Third Party Software, including open source software.

1.11 **"Support and Maintenance Services"** means the technical support, error correction services and support, and Enhancements provided by Firm to District in order to use, maintain and enhance the Software provided by Firm to District.

1.12 **"Third Party"** means persons, corporations and entities other than Firm, District or any of their employees, contractors or agents.

1.13 **"Third Party Software"** means any Software provided by Firm to District that Firm licensed from a Third Party and is to be delivered by Firm to District in connection with the Software.

2. ORDER OF PRECEDENCE

The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any schedules, exhibits, attachments, addenda and other attached and included documents: (a) first, the terms contained in the body of this Agreement; (b) second, the terms of the schedules, exhibits, attachments and addenda to this Agreement, provided that no order of precedence shall be applied among schedules, exhibits, attachments and addenda; and (c) third, all Documentation (as defined in DEFINITIONS section above) not included in the foregoing (a) or (b) above.

3. SCOPE OF AGREEMENT

The Software and/or Support and Maintenance Services included under this Agreement are as follows:

Firm shall manage all aspects of the Implementation, Support and Maintenance Services specified in the District's RFP 1617-153 attached hereto and made a part hereof, as Exhibit A and the proposal ("Proposal") submitted by Firm to District, dated March 24, 2017, attached hereto and made a part hereof, as Exhibit B (Collectively, the **"Services"**) to District for the Implementation, Support and Maintenance Services of the District procured Web Content Management System. For convenience and ease of reference the Services are summarized in Exhibit C, attached hereto and made a part hereof. However, the Parties understand and agree that to the extent a service specified in the RFP and/or Proposal is not listed in Exhibit C, the RFP and/or Proposal will control; provided further, however, that in the event of a conflict between the RFP and Proposal, the RFP shall control, unless the Proposal provides the District with greater benefits or more expansive services in which case the Proposal shall control.

4. GRANT OF LICENSE

4.1 Firm grants to District a perpetual, irrevocable, unlimited user, non-exclusive, fully paid-up right and license for District and its Authorized Users to use the Software and Documentation to conduct District business at any and all locations where District business may be conducted. For the purposes of this Agreement, "District business" shall include, but not be limited to, use for production, internal development, testing, quality assurance, training and support, and maintenance purposes.

4.2 District at its sole discretion may make and use a reasonable number of copies of the Software and Documentation for District business and for backup, disaster recovery/use and archival purposes.

4.3 District acquires the right to use Software acquired under this Agreement at any location under the direct control of the District.

5. TESTING AND ACCEPTANCE

District shall have ninety (90) days from the date of completion of the Software implementation to determine whether it complies in all material respects with the Documentation. Within this period, District shall notify Firm whether it has accepted the Software ("Accept") or whether it has identified discrepancies with the Documentation ("Reject"). If District Rejects the Software, District shall provide a written list of items that must be corrected. On receipt of District's notice, Firm shall promptly commence, at no additional charge to District, all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Software as will permit it to be ready for retesting and review, but in no event shall such corrective measures exceed twenty (20) days from receipt of District's notice. The evaluation process shall resume, as set forth above. If District Accepts the Software, it shall issue a written "Acceptance Notice." The date of such Acceptance Notice shall be deemed the "Acceptance Date." If District determines the Software, as revised, still does not comply in all material respects with the Documentation, District may either: (1) afford Firm the opportunity to repeat the correction and modification process as set forth above at no additional cost or charge to District, or (2) depending on the nature and extent of the failure in District's sole judgment, terminate this Agreement. The foregoing correction and modification procedure shall be repeated until the Software is accepted or District elects to terminate the Agreement as provide above.

6. SUPPORT AND MAINTENANCE SERVICES

6.1 INTELLECTUAL PROPERTY INDEMNIFICATION section below notwithstanding, Firm shall provide to District the Implementation, Support and Maintenance Services outlined herein.

6.2 Implementation Services shall be provided by Firm to District per Exhibit D – ____

_____ Implementation Timeline during the initial one (1) year term (the “Initial Implementation Term”) commencing on the “Implementation, Support and Maintenance Services Commencement Date” (as hereafter defined). The Initial Support Term shall be renewable for four (4) successive one (1) year terms (“Extension Terms”, and collectively with the Initial Support Term, the “Support Term”).

6.3 Grant of License shall be unaffected by subsequent Support and Maintenance Services renewals.

6.4 District acquires the right to use Implementation, Support and Maintenance Services acquired under this Agreement at any location under the direct control of the District.

6.5 District may, in its sole discretion, discontinue Implementation, Support and Maintenance Services on any Software and/or product with no effect on other Support and Maintenance Services, or other Software and/or products.

6.6 In consideration of the Implementation, Support and Maintenance Services, District agrees at its option to pay Firm Compensation and fees (the “Implementation, Support and Maintenance Services Fees”) as described herein See Exhibit - C.

6.7 Firm shall provide District at District’s option with the following Support and Maintenance Services:

6.7.1 Firm shall provide telephone and online assistance to District for the purpose of answering questions relating to the Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the operation of the Software; and (d) error verification, analysis, and correction, including the failure to produce results in accordance with the Documentation.

6.7.2 Such assistance shall be provided by Firm twenty-four (24) hours a day, seven (7) days a week via a toll-free telephone number and live, online chat staffed by help desk technicians sufficiently trained and experienced to identify and resolve most support issues.

6.8 The following provisions shall be applicable to the correction of Software errors:

6.8.1 If District detects what it considers to be an error in the Software which causes it not to conform to, or produce results in accordance with, the Documentation, then District shall, by telephone or e-mail, notify Firm of the error.

6.8.2 For Class 1 Errors, within twenty-four (24) hours after District first reports the error, Firm shall provide a correction or workaround acceptable to District. Firm’s correction process shall include assigning fully-qualified technicians to work with District without interruption or additional charge.

6.9 The following provisions shall set forth Firm’s obligations to provide Enhancements:

6.9.1 Firm shall generally enhance and improve the Software for as long as District elects to receive and pays for Support and Maintenance Services.

6.9.2 Firm shall provide to District during the Support Term for use in accordance with this Agreement, at no charge, (a) any and all Enhancements which it develops with respect to the Software and (b) the Documentation associated with any Enhancements.

6.9.3 All Enhancements shall become part of the Software and subject to all terms and provisions of this Agreement.

7. TRAINING

7.1 Firm shall provide District with training for the purposes of understanding and using the Software ("Training Services"). Training Services will be provided by Firm as detailed below at no additional cost to District. Training Services will be provided by Firm at District at mutually agreeable dates and times.

8. TRANSITION ASSISTANCE

8.1 Firm will provide the following transition assistance ("Transition Assistance") to support District's transition from its current software, or other solution in this area, to Firm's Software. Transition Assistance will be provided by Firm as detailed below at no additional cost to District. Transition assistance will be provided by Firm at District at mutually agreeable dates and times, but no later than ten (10) days following the Effective Date of this Agreement.

8.2 Within a reasonable period of time, not to exceed ten (10) days after the Effective Date of this Agreement, Firm shall, at its own expense, provide qualified individuals to (a) uninstall existing solution, (b) install the Software, and (c) assist in testing of the Software to ensure that it is functioning in accordance with the terms of this Agreement. Firm's Project Manager shall coordinate with District's Project Manager, and they shall develop a mutually agreeable installation plan and schedule for the assistance provided above.

8.3 District agrees (a) to have the license installation site(s) prepared in accordance with applicable Firm requirements prior to the Effective Date of the installation plan and schedule; and (b) maintain the site(s) at its own expense subsequent to completion of the installation plan and schedule. District shall provide any and all necessary utility services for use of the Software.

8.4 In connection with Firm's Transition Assistance, District will provide information, data, computer access and time, work space, forms, data entry and telephone service and personnel reasonably necessary to assist Firm consistent with District's policies and procedures.

9. FEES, INVOICING, PAYMENT AND TAXES

9.1 District agrees to pay all net undisputed amounts due to Firm in accordance with this Agreement. Such fees will be payable within thirty (30) calendar days of District's receipt of Firm's invoice or the invoice due date, whichever is later. District shall not be subject to late payment fees.

9.2 If an invoiced amount is disputed in good faith by District, then District shall work with the Firm to resolve the dispute. District may suspend the payment of all disputed amounts until the dispute is resolved. All of Firm's obligations shall continue unabated until dispute resolution.

10. TERM AND TERMINATION

District may terminate this agreement for convenience upon thirty (30) days written notice to Firm. Following such termination, District shall retain the right to (a) use any Software or components thereof installed prior to the termination date for its own internal business purposes, and (b) use and make copies of any Documentation in conjunction with such use. District shall pay Firm for all undisputed services performed by Firm through the effective date of termination.

10.1 District may terminate this Agreement immediately upon any Firm material breach of the terms of this Agreement. In the event of an uncorrected material breach of this Agreement by Firm, District shall be entitled to seek to recover damages from Firm.

10.2 Firm may terminate this Agreement if District intentionally and materially breaches this Agreement and then fails to correct such breach within thirty (30) days following receipt of written notice from Firm of the breach. In the event of an uncorrected breach by District, Firm shall be entitled to recover actual amounts owed by District to Firm that accrued on or before the date of termination.

10.3 Notwithstanding anything to the contrary in this Agreement, failure of District to pay invoices or other amounts due Firm on a timely basis will not be deemed a breach of this Agreement; provided (a) such failure results from a bona fide dispute which has been communicated to Firm prior to the due date; (b) any undisputed amounts are paid in a timely fashion; and (c) District Project Manager is available to resolve the dispute ("Bona Fide Dispute Provisions"). So long as the Bona Fide Dispute Provisions are being, or have been, complied with by District, Firm shall continue to perform its obligations under this Agreement (including any Support and Maintenance Services).

10.4 District's rights to the Software as provided in this Agreement will survive a bankruptcy claim by the Firm consistent with applicable laws.

11. WARRANTIES, REPRESENTATIONS AND COVENANTS

11.1 District shall have the right to return the Software for any reason, and shall receive a full refund of all payments, for a period of ninety (90) days after purchase (the "Warranty Period").

11.2 Software Warranty. Firm represents and warrants that the Software provided under this Agreement shall function substantially in accordance with the Documentation and produce results substantially in accordance with the Documentation.

11.3 Services Warranty. Firm represents, warrants and agrees that it shall perform its obligations required by this Agreement in a professional manner, in accordance with the highest applicable industry practices and standards and in compliance with all applicable laws and regulations.

11.4 Intellectual Property Warranty. Firm represents, warrants and agrees that: Firm has all Intellectual Property Rights necessary to license the Software to District in accordance with the terms of this Agreement; Firm is the sole owner or is a valid licensee of the Software and has secured all necessary licenses, consents, and authorizations with respect to the use of the Software to the full extent contemplated herein, including, but not limited to: all Source Code, text, pictures, audio, video, logos and copy contained therein; the Software does not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and there is currently no actual or threatened suit against Firm by any Third Party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

11.5 Warranty of Authority. Each party represents and warrants that it has the right to enter into this Agreement. Firm represents and warrants that it has the unrestricted right to license the Software, and that it has the financial viability to fulfill its obligations under this Agreement. Firm represents, warrants and agrees that Software shall be free and clear of all liens, claims, encumbrances or demands of Third Parties. Firm represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Software. This warranty shall survive the expiration or termination of this Agreement.

11.6 Third Party Warranties and Indemnities. Firm will assign to District all Third Party warranties and indemnities that Firm receives in connection with any Software or products provided to District. To the extent that Firm is not permitted to assign any warranties or indemnities through to District, Firm agrees to specifically identify and enforce those warranties and indemnities on behalf of District to the extent Firm is permitted to do so under the terms of the applicable Third Party agreements.

11.7 THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE

PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

12.1 Firm shall indemnify, defend and hold District harmless from any and all actions, proceedings, or claims of any type brought against District alleging that the Software and/or Documentation or District's use of the Software and/or Documentation constitutes a misappropriation or infringement upon any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party. Firm agrees to defend against, and hold District harmless from, any claims and to pay all litigation costs, all reasonable attorneys' fees, settlement payments and all judgments, damages, costs or expenses awarded or resulting from any claim. District shall, after receiving notice of a claim, advise Firm of it. District's failure to give Firm timely notification of said claim shall not effect Firm's indemnification obligation unless such failure materially prejudices Firm's ability to defend the claim. District reserves the right to employ separate counsel and participate in the defense of any claim at its own expense.

12.2 If the Software and/or Documentation, or any part thereof, is the subject of any claim for infringement of any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party, or if it is adjudicated by a court of competent jurisdiction that the Software and/or Documentation, or any part thereof, infringes any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party, and District's use of the Software and/or Documentation, or any part of it, is enjoined or interfered with in any manner, Firm shall, at its sole expense and within thirty (30) calendar days of such injunction or interference, either: (a) procure for District the right to continue using the Software and/or Documentation free of any liability for infringement or violation; (b) replace or modify the Software and/or Documentation, or parts thereof, with non-infringing Software and/or Documentation of equivalent or better functionality that is reasonably satisfactory to District.

12.3 Firm shall have no obligation to indemnify District for a claim if: (a) District uses the Software in a manner contrary to the provisions of this Agreement and such misuse is the cause of the infringement or misappropriation; or (b) District's use of the Software in combination with any product, software or system not authorized, approved or recommended by Firm and such combination is the cause of the infringement or misappropriation.

12.4 No limitation of liability set forth elsewhere in this Agreement is applicable to the Intellectual Property Infringement Indemnification.

13. GENERAL INDEMNIFICATION

Firm shall defend, indemnify, and hold harmless District, its officers, employees, and agents, respective assigns and successors-in-interest from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out

of this agreement and/or Firm's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Firm, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Firm's direction and control.

14. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY IS NOT APPLICABLE TO FIRM'S WARRANTY AND INDEMNIFICATION OBLIGATIONS SET FORTH ELSEWHERE IN THIS AGREEMENT OR ANY PERSONAL INJURY CLAIM. FURTHER, THE FOREGOING LIMITATION IS NOT APPLICABLE TO DAMAGES ARISING OUT OF ANY LOSS, CORRUPTION, OR BREACH OF DATA CAUSED BY OR RESULTING FROM FIRM'S ERRORS OR OMISSIONS.

15. INSURANCE

15.1 On or before the Effective Date, Firm shall provide to District proof, such as an insurance certificate, evidencing full compliance with the insurance requirements set forth herein.

Firm, at its sole cost and expense, shall insure its activities in connection with the work under this order and obtain, keep in force, and maintain insurance as follows:

a) Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Each Occurrence \$1,000,000.00

Products/Completed Operations Aggregate \$2,000,000.00

Personal and Advertising Injury \$1,000,000.00

General Aggregate (Not applicable to the Comprehensive Form) \$2,000,000.00

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

b) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000.00 per occurrence.

c) Professional Liability Insurance with a limit of \$2,000,000.00 per occurrence with an aggregate of not less than \$2,000,000.00.

If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

d) Workers' Compensation as required by California State law.

15.2 It is agreed that the coverage and limits referred to under 19.1 a, b, and c above shall not in any way limit the liability of Firm. Firm shall furnish the District with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

a) Provide for thirty (30) days advance written notice to the District of any modification, change, or cancellation of any of the above insurance coverage.

b) Indicate that District has been endorsed as an additional insured for the coverage referred to herein. This provision shall only apply in proportion to and to the extent of the negligent acts or omissions of Firm, its officers, agents, or employees.

c) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

d) Such insurance shall be with insurers with at least an "A+" rating.

e) The insurance policies shall provide that the insurance company shall notify District in writing at least thirty (30) days in advance if Firm's insurance coverage is to be canceled or materially altered so as not to comply with the requirements of this Agreement.

16. CONFIDENTIALITY

16.1 Each party acknowledges that certain information that it shall acquire from the other is of a special and unique character and constitutes Confidential Information.

16.2 The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However: (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena).

16.3 Nothing in this Agreement shall in any way limit the ability of District to comply with any laws or legal process concerning disclosures by public entities. Firm acknowledges that any responses, materials, correspondence, documents or other information provided to District are subject to applicable state and federal law, including the California Public Records Act and Brown Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

17. PERSONAL INFORMATION

During the course of this Agreement, should Firm come into possession of any personal information related to District's Authorized Users that is considered sensitive, nonpublic personal data or contains individually identifiable information, Firm may not disclose this information to any Third Party under any circumstances.

18. TITLE/OWNERSHIP

18.1 District acknowledges that Firm holds all right, title and interest in any copyrights, patents, trade secrets and any other Intellectual Property Rights in the Software. Nothing in this Agreement shall be construed to convey any title or ownership rights in the Software to District.

18.2 All data created and/or processed by the Software is and shall remain the property of District and shall in no way become attached to the Software, nor shall Firm have any rights in or to the data of District.

18.3 Any documents, forms, compilations and/or spreadsheets that are generated from the utilization of the functionality of the Software are not the intellectual property of the Firm, and can be used by District in its ordinary course of business, including but not limited to District sharing such documents with Third Parties.

18.4 In the event that District develops any enhancements, modifications, improvements, expansions and revisions of or to the Software (collectively, the "District Modifications"), all right, title and interest in and to such District Modifications, as well as related copyright, patent, trade secret, and other related proprietary rights therein, shall rest with District, provided that District agrees that it will only use such District Modifications for District business. District shall have no obligation to make such District Modifications available to Firm, but to the extent that District Modifications are provided to Firm, they will be provided AS IS, WITHOUT WARRANTY OF ANY KIND, AND DISTRICT SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. AUDIT

19.1 Firm is responsible for keeping accurate records related to its performance and obligations under this Agreement.

19.2 Firm agrees that District or its authorized representative has the right to audit any directly pertinent books, documents, papers and records related to transactions and/or performance of the terms and conditions of the Agreement. Firm shall make available to District or its representative all such records and documents for audit on Firm's premises during regular business hours within ten (10) business days of a written request for availability.

19.3 District's right to audit shall also apply to agents and subcontractors hired by Firm for the purpose of fulfilling the Agreement.

20. DISPUTE RESOLUTION

20.1 Designated Firm and District Project Managers shall meet as often as is reasonably required to review the performance of the parties under this Agreement and to resolve any disputes.

20.2 If a dispute arises and these representatives are unable to resolve the dispute within ten (10) business days, then the dispute will be escalated to an executive level representative of each party with the authority to resolve such matters. Firm and District executives must meet to resolve any disputes.

20.3 This article does not prohibit a party from seeking judicial relief at any time.

20.4 Firm shall continue performance of obligations under this Agreement while resolving any outstanding invoices or disputes.

21. ASSIGNMENT

This Agreement shall be binding on the parties and their successors (through merger, acquisition or other process) and permitted assigns. Neither party may assign, delegate or otherwise transfer its obligations or rights under this Agreement to a Third Party without the prior written consent of the other party.

22. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, excluding its conflicts of law provisions. Any dispute, claims, demands or actions arising out of or in relation to this Agreement, or the interpretation, making, performance, breach or termination thereof shall be brought in and resolved by the Superior

Court of the County of San Diego, California or in the Federal District Court that has jurisdiction over San Diego, California.

23. NAMES AND LOGOS

Firm may not advertise that District is a client, list District as a reference or otherwise use District's name, logos, trademarks, etc. without prior written permission obtained from District personnel authorized to permit District brand use.

24. NOTICES

24.1 All notices, requests, consents, approvals, or authorizations in connection with this Agreement (collectively, "Notices") must be given in writing, sent by personal delivery, messenger, overnight delivery service, or the United States mail, postage prepaid, certified or registered, return receipt requested, and addressed as follows:

If to Firm:

If to District:

Priya Jerome
Director of Procurement, Central Services & Risk Management
Southwestern Community College District
900 Otay Lakes Road
Chula Vista, CA 91910
(619) 482-6481 – Office
(619) 482-6323 - FAX

24.2 All Notices sent in accordance with the foregoing shall be deemed received by the intended recipient: (a) upon personal delivery; or (b) one (1) business day following deposit with an overnight courier service submitted in time for next day delivery.

24.3 Either party may change its notice contact information above by written notice to the other party.

25. SEVERABILITY

25.1 The terms of this Agreement are severable. If any provision of this Agreement, or any portion thereof, is declared by a court of competent jurisdiction to be illegal, void, invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent

permissible so as to effect the intent of the parties, and the remainder of the Agreement will continue in full force and effect for the same purpose.

25.2 In the event that any provision shall be held to be illegal, void, invalid or unenforceable, that provision shall in good faith be renegotiated to reflect as closely as possible the intent of the original provisions of this Agreement in a manner that is valid and enforceable.

26. WAIVER

26.1 No waiver of any right or remedy under this Agreement shall be effective unless such waiver is in writing signed by the performing or non-breaching party.

26.2 The waiver of any performance required under this Agreement or of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent failure to perform or breach of the same or any other provision of this Agreement.

26.3 The delay or omission by either party to exercise any right or remedy under this Agreement shall not be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

27. BANKRUPTCY

27.1 The rights granted under the Agreement, as amended hereby, shall be deemed a license of "intellectual property" for purposes of the United States Code, Title 11 ("Bankruptcy Code"), Section 365(n).

27.2 In the event of the bankruptcy of Firm and a subsequent rejection of this Agreement pursuant to Section 365(a) of the Bankruptcy Code, or in the event of a similar action under applicable law, District may elect to retain its rights in the Software, subject to and in accordance with the provisions of the Section 365(n) of the Bankruptcy Code or other applicable law.

28. FORCE MAJEURE

Neither party shall be liable to the other for failure or delay of performance hereunder due to earthquake, flood, storm, fire, epidemics, acts of government, governmental agencies or officers, war, insurrection, riots, civil disturbances, or any other cause beyond the reasonable control of the non-performing party. The non-performing party will promptly notify the other party in writing of an event of force majeure, the expected duration of the events, and its anticipated effect on the ability of the party to perform its obligations, and make reasonable effort to remedy the event of force majeure in a timely fashion.

29. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. Each party shall receive a duplicate original of the counterpart copy or copies executed by it. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic transmission. Notwithstanding the foregoing, the parties shall each deliver original execution copies of this Agreement to one another as soon as practicable following execution thereof. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until all parties have executed a counterpart of this Agreement.

30. HEADINGS

The section headings in this Agreement are inserted for convenience only, are not substantive, and shall not be interpreted to define, describe, modify or otherwise limit the interpretation or scope of the provision under the section heading or of the Agreement as a whole.

31. ENTIRE AGREEMENT

This Agreement, together with all of the incorporated exhibits, schedules, attachments, and proposals and addenda, constitutes the entire, final and exclusive Agreement between the parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties. The parties expressly disclaim the right to claim the enforceability or effectiveness of any oral modifications to this Agreement or any amendments based on course of dealing, waiver, release, estoppel or other similar legal theory. No shrink-wrap, click-wrap, or other end user terms and conditions or agreements ("Additional Terms") provided with any Software or products hereunder shall be binding on District, even if use of such Software or products requires an affirmative "acceptance" of those Additional Terms before access is permitted. All such Additional Terms shall be of no force and effect and shall be deemed rejected by District in their entirety. Any amendment or modification to this Agreement shall be effective only if in writing and signed by duly authorized representatives of both Firm and District.

The authorized signatory from each party has read the Agreement, understands it and is authorized to bind his/her organization. This Agreement becomes binding when signed by the authorized signatory of both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

INSERT FIRM NAME HERE (OR REMOVE)

Name:

SS#/Federal Tax ID:

Address:

City/State/Zip:

Telephone:

Fax:

e-mail:

Signature: _____

Date: _____

Are you a District employee? ☐ Yes ☐ No

Is a Credential or Special License required for
this consultancy? ☐ Yes ☐ No

If yes, please specify and attach a copy of
current License. _____

Southwestern Community College District

Kindred Murillo, Ed.D.

Superintendent/President

900 Otay Lakes Road

Chula Vista, CA 91910-7299

Telephone: 619 482-6301

Fax: 619 482-6413

Signature: _____

Date: _____

Originator:

Account No.:

EXHIBIT “A”
(Compensation-Fee Schedule-Scope of Services)

1. Compensation for Basic Services:

APPENDIX E - Submission Checklist
Southwestern Community College District
Web Content Management Services

Item	Included in RFP Response
Proposal Form A: General Information	
Proposal Form B: Mandatory Responses	
Proposal Form C: Personnel Experience	
Proposal Form D: Specifications and Features	
Proposal Form E: Fee and Rate Proposal	
Proposal Form F: General Terms and Conditions	
Proposal Form G: References	
Proposal Form H: Addenda Acknowledgement	
Proposal Form I: IT Accessibility Standards and Compliance Requirement	
Appendix A: Non-Collusion Declaration	
Appendix B: Equal Opportunity Affirmative Action Statement	
Appendix C: Contractor's Certificate Regarding Workers' Compensation	
Appendix D: Sample Agreement for Web Content Management Services	Not necessary to include with proposal if no changes are being requested, but receipt acknowledge
Appendix E: Submission Checklist	