WEST KERN COMMUNITY COLLEGE DISTRICT
TAFT COLLEGE

REQUEST FOR PROPOSALS (RFP)
WEBSITE REDESIGN
RFP NO. WKCCD 2122-108

Mandatory Pre-Proposal Virtual Conference
Monday, August 16, 2021
3:00 PM
Pre-Proposal Conference Link: https://us02web.zoom.us/j/83904902349

Proposal Submittal Deadline
Monday, August 30, 2021
3:00 PM

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REQUEST FOR PROPOSALS NO. 2122-108
WEBSITE REDESIGN

West Kern Community College District ("District") requests that qualified, skilled and experienced website development firms submit proposals in response to this RFP for Consultant Services to complete development, building, and deployment of a re-designed District website.

1. RFP AND PURPOSE OF RFP

1.1. Introduction. The District seeks proposals from qualified firms to provide Consultant Services to re-design the District's website by development, building and deployment of a new District public-facing website. The District desires a website presence that speaks to the unique strengths of Taft College and serves as both a critical strategic tool for outreach to prospective students and a communication and engagement tool for current Taft College students, the greater community of Taft, and Taft College alumni. The District's current website is: https://www.taftcollege.edu.

1.2. Website Redesign Objectives. There are multiple objectives the District seeks to achieve through the website re-design. Primary objectives are summarized below. Additional requirements for the website redesign are set forth in the RFP.

1.2.1. Navigation. Develop stronger, more intuitive, and more clearly organized website for easy, predicable and intuitive navigation.

1.2.2. District Brand Guide. The District has adopted a Brand Guide which may be accessed at http://www.taftcollege.edu/wp-content/uploads/2016/05/Taft-College-Brand-Guideline.pdf. The re-designed website must be fully compliant with the Brand Guide.

1.2.3. Uniform Branding. Develop stronger, unified, and consistent branding across all departments, divisions, and aspects of the website.

1.2.4. Content Organization. Improve content organization, copy, and content styles.

1.2.5. Design. Website design must be graphically compelling and highly interactive.

1.2.6. Mobile Devices; Social Networks. Develop a website that is compatible with mobile devices, with priority for mobile device access and easily integrated with social engagement and sharing tools (Facebook, Twitter, Instagram, and YouTube, etc.).

1.2.7. Accessibility Compliance. Develop and incorporate accessibility standards for compliance with all current accessibility laws: WCAG 2.1 Level AA.

1.3. Website Target Audiences. The District has defined the website target audiences. The website redesign must consider the specific needs of each of the target audiences and the District's strategic messaging to each audience. The website redesign must be tailored to meet the District's strategic messaging objectives for all target audiences. The District's defined target audiences are:

> Prospective and Current Students
> Faculty/Staff
> Alumni
> Current and Prospective Donors
> Community

1.4. Proposer Qualifications. Each firm responding to this RFP must demonstrate: (i) capacity and capability of the Proposer to complete services necessary for development, building and deployment of the redesigned website ("Consultant Services"); (ii) experience, expertise, skills and other qualifications of the proposed personnel to complete Consultant

Services; and (iii) compliance with minimum requirements/qualifications established in this RFP. Proposers are advised that there are essential minimum qualification requirements which must be met by a Proposer; the Proposal of a Proposer who does not meet essential minimum qualifications will be rejected for non-responsiveness. Minimum qualifications include evidence of the Proposer's prior experience (within the past five (5) years) in successfully completing website redesign services for two-year, public higher education institutions, preferably in California.

1.5. <u>Obtaining RFP</u>. District will provide information to Proposers regarding the requirements of the RFP via email and by posting on District's website at https://www.taftcollege.edu/financial-reports-and-other-required-disclosures/?highlight=audit. All prospective Proposers must submit a request to District for the RFP, which will be provided to prospective Proposers by email.

2. **The District**. West Kern Community College District ("District") serves the diverse educational needs of students of all ages. The District is comprised of one campus, Taft College located in Taft, California. The District is a two-year, higher-education institution in the California community college system that serves the diverse educational needs of students of all ages. More than 2,830 full-time equivalent students (FTES) were enrolled in day and evening classes during the 2017/18 academic year. The regular academic calendar runs approximately from the third week in August through the end of May. Summer school classes are offered Monday through Saturday and run from the beginning of June through mid-August. The District also employs approximately 253 full-time and part-time faculty and staff. Additional detailed information regarding the District is available at https://www.taftcollege.edu.

The District provides high-quality, accessible, and affordable educational opportunities and services, including university transfer, career development, and continuing education programs, that promote professional competence, economic development, and improve the quality of the life in a multicultural community. The District supports the California Community Colleges Chancellor's Office "Vision for Success" and is committed to expanding undergraduate degree opportunities to fulfill workforce shortages and to advance degree attainment for minorities particularly in relation to Title VI of the Civil Rights Act [of 1964]. The College expects to increase educational attainment for individuals, prepare and sustain an educated workforce for area residents, develop technology for program and service delivery, be accountable for the efficient and effective use of resources, be the primary resource for and coordinator of higher education in the greater community of Taft, and serve as a primary economic driver for Western Kern County.

3. **Website Re-Design and Consultant Services**.

3.1. <u>Website Re-Design</u>. The following is a general description of the re-designed website requirements and Consultant Services relating to re-design of the District website:

3.1.1. <u>Accessibility Compliance</u>. Design website to ensure ongoing compliance with applicable accessibility laws, standards and guidelines, including the ADA, WCAG 2.2 Level AA or AAA, Section 508 and Section 504. The successful Proposer must warrant that the products or services to be provided comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and it is implementing regulations.

3.1.2. <u>Mobile Optimization</u>. Develop website "mobile-first" design, optimizing the website for mobile device access, including smart-phones and tablets. Desktop access to the website should be secondary to mobile.

3.1.3. <u>Information Architecture</u>. Develop an intuitive, easy-to-use, flexible information architecture and site navigation that is scalable, allows primary audiences easy and rapid access to key content, and supports the District's strategic messaging.

Information design should account for the need to have changing, relevant, and frequently updated content on key sections of the website. The information design should support a content strategy that incorporates online engagement tools such as social media, multimedia assets, chatbot, blogs, document libraries, interactive content such as online campus maps, online orientation videos, etc.

3.1.4. <u>Brand Consistency</u>. Develop website design that adheres to Brand Guide standards and provides brand consistency across all divisions of the District.

3.1.5. <u>Graphic Design</u>. Provide graphic design templates for the homepage and three tiers of subsequent subpages of the website that presents the District as a vibrant, compelling, high-quality higher education institution that is "approachable," "accessible," and values community and a hands-on approach to education.

3.1.6. <u>Best Practices</u>. Develop guidelines and instruction to the District as to best practices in higher education website design.

3.1.7. <u>Usability Testing</u>. Conduct usability testing of initial graphic design templates and information architecture models with primary stakeholders. The site should be tested and optimized for fast loading.

3.1.8. <u>Content Management System (CMS)</u>. The District's current website uses WordPress (current system: Category 3 designed using HTML); however, District will consider other CMS systems. The latest, most current version of the CMS must be in use at the time of release for the re-designed website. The proposed CMS must be: (i) compliant with WAI, WCAG 2.1 AAA, and section 508 of the Americans with Disabilities Act; and (ii) have the ability to provide multi-tiered user administration. The District shall have the sole discretion and authority to select the CMS platform for the redesigned website. The District will directly contract with a vendor to procure the District selected CMS platform. Proposer's fee proposal shall exclude costs, fees or charges for acquisition of CMS platform software.

3.1.9. <u>Hosting</u>. The District's current website is hosted on Amazon and maintained locally. Proposers are requested to provide alternative website hosting solutions and pricing.

3.1.10. <u>Browsers/Platforms</u>. The website should be designed for a 1280 x 800 screen resolution, must be compatible with Macintosh and Windows operating systems, and compatible with website browsers: Edge, Mozilla Firefox, Safari, Opera, and Chrome.

3.1.11. <u>Search Engine Optimization</u>. Ensure exposure of the District's website by adhering to the latest search engine optimization (SEO) best practices and submitting page and sitemap information to all popular search engines (Google, Bing, Yahoo, etc.) while allowing for intuitive integration with major social media platforms (Facebook, Twitter, Instagram, YouTube, etc.).

3.1.12. <u>Website Search Capabilities</u>. The District currently uses Relevanssi. The District will consider alternatives as long as the user has the capability to easily search the website contents and the search results provide a coherent, easy to navigate results page and subsequent links.

3.1.13. <u>Social Media/Event Integration</u>. Social media live content shall be integrated into the website. This may include social walls, feeds, blog posts, etc. on sections of pages or full pages. The re-designed website must incorporate measures to protect the District and the website from exposure to undesired liability resulting from integration of social media live content. The platforms to be integrated into the redesigned website are: Facebook, Twitter, Instagram, Snapchat, YouTube, TikTok, and LinkedIn. Integration of social media platforms must be readily and easily

modifiable. The website shall have sharing capabilities (e-mail a friend, share, download). Events shall be integrated on pages with users able to click for more information and register to attend. The re-design website must incorporate calendars with capability for users to click the calendar to access all upcoming events.

3.1.14. <u>Content</u>. All content shall be provided by the District. Videos will be housed on YouTube/3cmeidasolutions.org and embedded accordingly. All images will be provided by the District and housed on the District's servers. The website currently has over 2,000 pages. The District will determine which pages will be migrated to the re-designed site. The Vendor Partner should also provide pricing for creating website content, as needed, including copywriting, blogs, imagery, videos, and maps, etc.

3.1.15. <u>Predictive Analytics</u>. The website should generate the content of pages based on user preferences and previous visits. The website should also collect information based on user's social media and other website activities to build a user profile that generates content delivery based on an ever-growing user profile.

3.1.16. <u>Alert Box</u>. Set up a widget that can be implemented to take over certain space of the home page quickly and automatically. Also, create a smaller/secondary message that would appear throughout the entire site.

3.1.17. <u>Printable Website</u>. The website shall have a print conversion system that strips unnecessary website formatting to provide visitors with ability to always print clean pages.

3.1.18. <u>Translation</u>. The website shall have a translation mechanism. Google translate or another mechanism can be used.

3.1.19. <u>Form Creation/Collection Tool</u>. The re-designed website shall have the ability to create forms that allow users to submit questions to the District. The Form Creation/Collection Tool must have the following capabilities:

> Ability to generate PDF documents
> Ability to send PDF documents and form attachments
> Contain conditional logic
> Support sub-forms and pages
> Provide data export functions
> Provide for automatic data deletion

3.1.20. <u>Chatbot</u>. The re-designed website shall have a chat mechanism to allow the public to communicate directly with the District. For example, Ocelot A.I. Chabot. The District reserves the right to contract directly with the Chatbot provider.

3.1.21. <u>Intuitive Navigation</u>. The re-designed website must incorporate a highly visible link to "MyTC" portal on every page.

3.1.22. <u>Third Party Applications</u>. There are various Third-Party applications and websites that the District connects to in order to provide the best service to all its stakeholders and website users. The successful Proposer will not be required to connect to any of these via API or some other configuration or single sign-on. However, the website must be capable of linking to external sites providing the user a seamless-looking integration. Some examples include: OwlMail, OwlNet, Blackboard, and event registration, etc. The District will be responsible for maintaining all third party sites and applications. For Third Party integration, the District will require the successful Proposer to provide a version of the main page template, as well as three to five pages in pure HTML/CSS to provide to third parties for seamless integration. These

Third-Party applications include, but are not limited to: Libguides, Libanswers, Paycor, Ocelot A.I. Chatbot (currently used only by Office of Financial Aid), Gravity Forms, PODS, Portalguard Single Sign-on, MBS inSite, MBS ARC, Canvas, Cougar Tracks (online registration), CommonLook, Therap, Banner, DegreeWorks, Cognos, Thin College, Network, and Presto Sports.

3.1.23. <u>Server & Development Compatibility</u>. If a hosted solution is proposed, the associated CMS should be deployed with the latest general release and shall be kept current with required updates, as they are made available. A non-hosted solution may also be proposed. The District currently uses WordPress, but proposals that include another CMS are acceptable. The District currently uses Red Hat Linux and MySQL Database Service.

3.2. <u>Consultant Services Requirements</u>. Requirements of the Consultant Services to complete the website re-design are generally described in the following:

3.2.1. <u>Project Management & Timeframe</u>. The successful Proposer shall assign a Project Manager to oversee the website re-design development, building and deployment, as well as timely completion of deliverables. The website design project will begin immediately once contract is awarded. The following describes the District's anticipated schedule for completing Consultant Services:

Consultant Service/Activity	Completion
Complete Focus Group meetings and Focus Group Reports	Six (6) weeks after Contract Award
Preliminary draft design concepts	Three (3) months after contract award
Final design concepts	Six (6) months after contract award
Complete website re-design	Nine (9) months after contract award
"Go Live" re-designed website deployment	Twelve (12) months after contract award

3.2.2. <u>Deliverables</u>. In no particular order, the following deliverables shall be produced by the successful Proposer:

- Website redesign schedule. Develop project management framework including timelines, milestones, and scheduling of all meetings and reviews with District.
- Prepare meeting focus group reports; meeting reports must include minutes of discussion, decisions made, and follow-up action items. Conduct and facilitate focus groups remotely via Zoom with prospective and current students, faculty/staff, alumni, current and prospective donors, community members, and technical staff to determine the needs of each stakeholder group.
- Prepare summary of existing website content. Conduct inventory and evaluate the current website's design, navigation structure, content, and Siteimprove data (at a minimum, electronic files analyzing current website design, spreadsheets, and written reports for District's review).
- Prepare summary of focus group reports and existing website content that incorporate success metrics based on the outcomes of the focus groups, inventory, and evaluations for District's review and acceptance.
- Prepare recommendations for District selection of website CMS. For District's review and acceptance, a written report detailing recommended CMS and why District should select the recommended CMS over other CMS alternatives.
- Prepare alternative website redesigns. Develop demo designs that work to meet the desired goals and outcomes of this project while also addressing the needs discovered in the focus groups. These designs should include a vertical slice, demonstrating key components common to every department website (at a

minimum, two-dimensional schematic storyboard diagrams and electronic files of <u>three</u> proposed highly-interactive design alternatives, as well as updated written reports for District's review and signature).

- Prepare reports of focus group review meetings which include minutes of discussion, decisions made, and follow-up action items for each focus group meeting. Demonstrate, review, and revise the designs with the focus groups (including students, faculty, staff, administrators, and content managers) in follow up meetings (remotely via Zoom) for acceptance/revision of the design (at a minimum, updated electronic files of <u>three</u> revised, highly-interactive design alternatives, spreadsheets, etc.).

- Prepare CSS and CMS templates. Develop CSS, CMS templates, and components of the design utilizing current generation web design technologies (at a minimum, electronic files of proposed CMS template designs, spreadsheets, and written reports for District's review and acceptance).

- Prepare redesigned website navigation structure. Develop mapping of the navigation structure, outlining where content should be kept or to where it should be moved (at a minimum, electronic files of proposed navigation structure, spreadsheets, and written reports for District's review and acceptance).

- Prepare redesigned website style guide for use by content managers. Develop style guide to be used by our content owners in order to best maintain the new design for each department site (at a minimum, electronic files of proposed style guide based on Taft College Brand Guide mandatories and written reports for District's review and acceptance). Redesigned website style guide must be readily understood and easily used by District staff without technical experience or website design knowledge. Graphic design templates for homepage and all subsequent subpages including icons, color palettes, images, logos, and other design elements, must be incorporated in website style guide.

- Prepare schedule of actions and activities to migrate existing website content to redesigned website. Identify and map content migration work required to fit existing content into the new design and structure (at a minimum, electronic files of mapped content migration work required, spreadsheets, and written reports for District's review and acceptance). Actions and activities must include description of existing content revisions necessary for migrating content to redesigned website.

- Report and recommended actions to prioritize SEO to maximize search engine results. Design should prioritize SEO and include additional recommendations to maximize search result rank (at a minimum, spreadsheets and written reports for District's review and signature).

- Report and electronic files of redesigned website. Formal documentation detailing all aspects of the new design (at a minimum, electronic files of chosen design templates for each department's site, spreadsheets, and information architecture documents, including content models, site maps, and page layouts.)

- Migrate all content, existing forms, directories, calculators, PDFs, and metadata to the new site (at a minimum, spreadsheets and written reports documenting successful migration for District's review and signature).

- Prepare written content manager training materials (in hard copy and electronic formats). Formal training for all content manager groups (at a minimum, recorded training sessions for each content manager group, spreadsheets, and written reports for District's review and acceptance).

3.2.3. <u>Website Redesign Requirements (note that some of these requirements may be duplicated elsewhere in this RFP)</u>. The redesigned website must comply with the following requirements:

- Develop Accessible Compliant design, as defined in the Accessibility Compliance section 3.1.1 above.
- Designs should reflect institutional priorities, as outlined in the Taft College Mission, Vision, and Values: https://www.taftcollege.edu/board-of-trustees/wp-content/uploads/sites/47/2021/02/BP-1200-District-Mission-2-10-21.pdf .
- Design of new, visually appealing, primary homepage and three (3) tiers of supporting page designs that are intuitive and usefully designed for prospective students (at a minimum, electronic files of chosen design for homepage and three (3) tiers of supporting, enterprise page designs, electronic files of chosen design for landing page and three (3) tiers of supporting page designs for each department's site.
- Use creative, original page designs tailored to the District's needs with the primary target audiences being prospective and current students, faculty/staff, alumni, current and prospective donors, and community members (at a minimum, electronic files of chosen design addressing the unique needs of each primary target audience listed above, spreadsheets, and written reports for District's review and signature).
- Graphic design templates for homepage and all subsequent subpages including icons, color palettes, images, logos, and other design elements (at a minimum, electronic files of style guide templates based on Taft College Brand Guide mandatories, as well as written reports for District's review and signature).
- All widget/gadget packages, templates, stylesheets, scripts, and objects required to deploy the new website design.
- Clearly defined web strategy for the redesign project to ensure consistency when content is revised after the redesigned website is launched.
- Allow for the embedding of video, audio, or other interactive media on any and all pages.

3.2.4. <u>Testing</u>. The successful Proposer is required to complete testing of the entire re-designed website before presenting a "ready to go live" version. This includes accessibility, usability, forms, links, images, etc. The District will perform final testing with its own group of users before giving a final "go-live" deployment authorization.

3.2.5. <u>Training</u>. The successful Proposer shall remotely provide formal training for the District's website management team, including instruction on managing imagery, content, page creation, form creation, and any other items that may be needed to properly manage the website.

3.2.6. <u>Maintenance/Support</u>. The successful Proposer shall provide two (2) years of support to the District after the "go-live" deployment of the re-designed site. Support includes helping the website management team understand how to create or modify content or make fixes to issues that have to do with the website. This does not include server or network issues that may be occurring within the District's environment. The District expects the successful Proposer to assist in any way develop solutions to any issues the website is having within the two (2) years of support. The District expects the successful Proposer to respond to questions within a four-hour (4-hour) window during business days and be readily available for meetings within one (1) business day, whether on-site or virtually through Zoom. Notwithstanding Proposers' submittal of proposed pricing for maintenance and support services, the District shall have the sole discretion to include or exclude maintenance and support services from the scope of Consultant Services under the Consultant Agreement.

3.2.7. <u>Analytics</u>. The successful Proposer shall install the CMS' native analytics, as well as other analytics tools, as applicable. The District desires to track users as they leave website and enter third-party applications, such as Blackboard, etc.

3.3. <u>Consultant Services</u>. The Consultant Services to be completed by the Proposer awarded the Consultant Agreement is to provide services and complete work product necessary to deploy a redesigned website which meets the District's requirements. Consultant Services must be completed with professional skill and care by skilled, experienced and knowledgeable personnel. The District expects the successful Proposer to recognize the District's objective to complete deployment of the redesigned website at the earliest possible time and to dedicate resources necessary to meet District deployment objectives. The successful Proposer is required to provide all personnel, materials, equipment and services necessary to complete the Consultant Services without adjustment of the Consultant Agreement Contract Price.

4. RFP REQUIREMENTS AND RFP PROCESS

4.1. <u>Anticipated RFP Schedule</u>. The District anticipates a series of principal activities to complete the RFP process for selection of the Consultant as noted below. Notwithstanding the following description of principal activities and the anticipated dates for completing the principal activities, the District expressly reserves the right to modify the RFP activities and/or the date for completion of any RFP activity.

RFP Activity	Date
District issuance of RFP	Friday, July 30, 2021
Mandatory virtual pre-proposal conference	Monday, August 16, 2021 3:00 PM
Deadline for submittal of Proposer questions	Monday, August 23, 2021 3:00 PM
Deadline for receipt of Proposals	Monday, August 30, 2021 3:00 PM
District review of Proposals (begins)	Wednesday, September 1, 2021
District Short-List notification	Wednesday, September 8, 2021
Short-List Interviews	Wednesday, September 15, 2021
Board of Trustees meeting to consider award of Consultant Agreement	Wednesday, October 13, 2021

4.2. <u>Mandatory Virtual Pre-Proposal Conference</u>.

4.2.1. <u>Mandatory Virtual Attendance; Proposer Principal Contact Attendance</u>. The representatives of each Proposer are required to attend the entirety of the Pre-Proposal Conference. Each Proposer may have such representatives present at the Pre-Proposal meeting, as determined in the discretion of each Proposer, but each Proposer must be present at the entirety of the Pre-Proposal Meeting the Proposer's Principal Contact, as noted in the Proposer's response to Paragraph 1.3.1 of the Proposer Background Information. The Proposal of a Proposer whose Principal Contact did not attend the entire Pre-Proposal Meeting will be rejected for non-responsiveness.

4.2.2. <u>Scope of Pre-Proposal Meeting</u>. The purpose of the Pre-Proposal Meeting is to review the RFP process, describe the scope of services to be completed by the Consultant selected through this RFP and the District expectations of the Consultant. At the Pre-Proposal Meeting, the District will provide an overview of the objectives of the website re-design and the anticipated process for development, building, and deployment of the re-designed website.

4.3. Proposer Questions.

    4.3.1. Submittal of RFP Questions. A Proposer must email questions regarding the RFP on or before the latest date/time for submitting Proposer Questions to Curt Belcher at cbelcher@taftcollege.edu. The District will not respond to Proposer Questions submitted after the latest date/time for submitting Proposer Questions. The District will respond to timely submitted RFP Questions by issuance of an addendum which sets forth each timely submitted question and the District's response thereto.

    4.3.2. No Oral Clarifications. The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Proposer shall rely on any oral clarification or modification to the RFP.

4.4. Proposer Responsibilities.

    4.4.1. Costs. All costs and expenses to prepare and submit a Proposal responding to this RFP and all other activities related to this RFP shall be borne solely and exclusively by the Proposer.

    4.4.2. Preparation of Proposal. Proposals shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities of the Proposer and the Proposer's personnel to satisfy the requirements of this RFP, and to successfully perform and complete the Consultant Services. Expensive bindings, promotional materials, etc. are not necessary or desired. Nevertheless, technical materials which support the Proposer's approach and work plan for completing Consultant Services should be incorporated into the Proposer's Proposal.

    4.4.3. Timely Submittal of Proposals. **The latest date/time for submission of Proposals is set forth in Paragraph 4.1.** A Proposal which is not actually received by the District's Vice President, Administrative Services at or prior to the latest date/time for submission of Proposals will be rejected by the District for non-responsiveness. Proposers are solely responsible for the timely submission of Proposals. ***Proposals must be delivered directly to District's Executive Vice President, Administrative Services. Proposers are solely responsible for: (i) electronic transmittal of Proposals and (ii) complete and accurate transmittal of the entirety of Proposals.***

    4.4.4. Compliance with RFP Requirements. Proposers and Proposals responding to this RFP must comply with requirements established in this RFP. Failure of a Proposal to comply with requirements of this RFP will render the Proposal non-responsive and rejected.

    4.4.5. Alternative or Multiple Proposals Prohibited. Only one (1) Proposal is to be submitted by each Proposer. Multiple Proposals or alternative Proposals submitted by a Proposer will result in rejection of all Proposals submitted by the Proposer.

    4.4.6. Prohibitions on Lobbying and Contacts. During the period beginning on the date of the issuance of this RFP and ending on the date of the award of the Consultant Agreement, no Proposer nor any officer, employee, representative, agent, or consultant representing such a Proposer shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process, or the award of the Consultant Agreement with any employee of the District, member of the District's Board of Trustees, except as authorized by this RFP. Any other contact shall be grounds for the disqualification of the Proposer and rejection of the Proposer's Proposal.

4.4.7. <u>Addenda and Acknowledgement of Addenda</u>. Each Proposer is solely responsible for incorporating requirements, amendments and all other matters addressed in all Addenda issued by the District to this RFP in the RFP Response. Proposers must acknowledge receipt and incorporation of all Addenda issued by the District; failure to acknowledge all Addenda will result in rejection of a RFP Response for non-responsiveness

4.5. <u>Proposer Withdrawal of Submitted Proposals</u>. Proposals submitted to the District may be withdrawn by the Proposer only if the Proposer submits a written request to the District's Vice President, Administrative Services and such withdrawal request is actually received by the District's Vice President, Administrative Services before the latest date and time for submittal of Proposals. A Proposal withdrawn by a Proposer pursuant to the foregoing may be resubmitted before the Proposal submission deadline.

4.6. <u>Proposer Insurance</u>.

4.6.1. <u>Insurance Policies and Minimum Coverage</u>. The successful Proposer will be required to obtain and maintain the policies of insurance described in the Consultant Agreement. Each Proposal must be submitted with evidence of the Proposer's insurance in Tab 5 of each Proposal.

4.6.2. <u>Commercial General Liability Insurance Requirements</u>. Commercial General Liability Insurance obtained by a Proposer shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001). Minimum coverage limits shall be two million dollars ($2,000,000) per occurrence for bodily injury personal injury and property damage and four million dollars ($4,000,000) in the aggregate.

4.6.3. <u>Automobile Liability Insurance</u>. Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), with coverage limits of at least two million dollars ($2,000,000) for bodily injury and property damage each accident.

4.6.4. <u>Workers' Compensation and Employer's Liability Insurance</u>. The Proposer shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Proposer shall maintain as an endorsement to the Workers' Compensation insurance policy or as a separate policy, Employer's Liability insurance in the amount of at least one million dollars ($1,000,000) per accident for bodily injury and disease.

4.6.5. <u>Professional Liability Insurance (Errors and Omissions)</u>. The Proposer shall maintain professional liability insurance covering the risk of loss resulting from the Proposer's performance of services under the Consultant Agreement with coverage limits of at least one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

4.6.6. <u>Required Insurer Qualifications</u>. All insurance obtained by a Proposer must be: (i) issued by insurance companies acceptable to the District and licensed by the California Department of Insurance; (ii) be currently A. M. Best rated not less than A:XV; and (iii) issued by an insurer qualified to transact business in California as an insurer and who maintains an agent for service of process within the State of California.

4.6.7. <u>Required Insurance Policy Provisions</u>. All insurance policies obtained by a Proposer shall include or incorporate provisions to the effect that: (i) the insurance coverage

shall not be cancelled, modified or reduced by the insurer without at least thirty (30) days prior written notice to the District; (ii) the District is an additional insured (except for the Workers Compensation and Professional Liability policies; and (iii) waivers of subrogation.

4.7. <u>District Reservation of Rights</u>. The District reserves rights to each and all of the following:

4.7.1. <u>Modifications to RFP</u>. The District may revise the RFP or any portion hereof. Revisions to the RFP will be by addenda issued by the District. ***The District will not distribute addenda to Proposers; Proposers are solely responsible for access the District's website to review any addenda to this RFP. Addenda will be posted at:*** https://www.taftcollege.edu/financial-reports-and-other-required-disclosures/. The District expressly reserves the right to extend the date by which Proposals are due. If the District modifies this RFP or issues any Addenda to this RFP, each Proposal must acknowledge receipt and incorporation into the Proposal the substance of each Addenda issued by the District. ***A Proposal which does not acknowledge all addenda issued by the District and confirm that the substance of all addenda have been incorporated into the Proposal will result in rejection of the Proposal for non-responsiveness.***

4.7.2. <u>Additional or Supplemental Information</u>. Upon review of a Proposal, the District may request additional or supplemental information which, in the judgment of the District, is necessary to evaluate a Proposal. If a Proposer is requested by the District to provide additional or supplemental information, failure of a Proposer to submit such additional supplemental information as requested by the District and within the time established by the District may result in the Proposal being rejected for non-responsiveness.

4.7.3. <u>Waiver of Minor Irregularities</u>. The District may waive minor deviations, irregularities or informalities in any Proposal submitted in response to this RFP. The District's waiver pursuant to the foregoing shall in no way modify the RFP or excuse a Proposer from compliance with the other provisions of this RFP.

4.7.4. <u>Rejection of Proposal for Non-Responsiveness</u>. The District may reject a Proposal for non-responsiveness if the Proposal: (i) is not responsive to the Proposal requirements set forth in this RFP; (ii) is incomplete or otherwise fails to fully respond to this RFP; (iii) incorporates false or misleading information; or (iv) omits information rendering a response to be false or misleading. In addition, the District may reject a Proposal if the Proposal fails to demonstrate to the reasonable satisfaction of the District that the prior experiences of the Proposer and the proposed Consultant Team has: (i) skills and experience to successfully complete the Consultant Services; (ii) experience with California community college building program(s); and (iii) experience with construction projects subject to DSA jurisdiction.

4.7.5. <u>Rejection of All Proposals</u>. The District may reject all Proposals and decline to award the Consultant Agreement pursuant to this RFP. If the District rejects all Proposals, the District may, in its sole discretion, elect to subsequently re-issue a Request for Proposals for the same or similar services to the Consultant services described in the Consultant Agreement.

4.7.6. <u>Cancellation of RFP</u>. The District may, at any time, cancel this RFP. In such event, the District will provide written cancellation notice to all Proposers attending the Pre-Proposal Conference.

4.7.7. <u>Negotiations and Discussions</u>. The District expressly reserves the right to conduct negotiations and discussions with Proposers concerning their responsive RFP Proposals. Such negotiations and discussions, if conducted by the District shall be

conducted in a fair and impartial manner. The nature and scope of the District's negotiations/discussions with Proposers may include identical areas of inquiry for all Proposers, or differing areas of inquiry for different Proposers. The District shall have the sole discretion to establish the nature and scope of negotiations/discussions with a Proposer based on the District's review of the Proposer's Proposal and the areas or subject matters reflected in the Proposal that the District believes warrants additional discussion or negotiation with the Proposer.

4.8. Disposition of Proposals.

4.8.1. District Property. Proposals become the property of the District upon submittal to the District; Proposals may be returned to the Proposer only at the District's option and at the Proposer's expense.

4.8.2. Public Records. Upon submission to the District, Proposals and other documents responding to the RFP are considered public records, except for information contained in such Proposals or other documents submitted with the Proposal deemed to be "Trade Secrets" (as defined in California Civil Code §3426.1), "Confidential" or "Proprietary". A Proposer who indiscriminately marks all or most of its Proposal or other documents submitted with its Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret", "Confidential," "Proprietary," or otherwise, may render the Proposal non-responsive and rejected. Financial statements and other information relating to the financial condition of a Proposer are deemed confidential information not subject to disclosure. The District is not liable nor responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Proposals and other documents are deemed matters of public record, pursuant to the above, any party shall be afforded access thereto for inspection and/or copying, by request made to the District inconformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Proposal or documents submitted with a Proposal deemed exempt from disclosure hereunder, the Proposer submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District and its Board of Trustees, employees, officers and agents in any action or proceeding from and against any liability, including without limitation attorneys' fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

5. **RFP Submittal Requirements**

5.1. Submittal Time for Proposals. The latest date/time for submittal of Proposals responding to this RFP is set forth in Paragraph 4.1. Proposals submitted thereafter will be summarily rejected for non-responsiveness.

5.2. Proposal Submittal.

5.2.1. Sealed Envelope. Proposals must be submitted in sealed envelopes with the outer envelope prominently marked with the following:

- RFP Description

- RFP Number
- Proposer Name
- Proposal due date and time

5.2.2. <u>Proposal Submittal Location</u>. Proposals must be submitted to the District at:

Taft College
Office of Administrative Services
29 Cougar Court
Taft, CA 93268
ATTN: Brock McMurray

5.2.3. <u>Copies of Proposal</u>. Proposers shall submit the following: One (1) complete electronic version on a USB flash drive, one (1) original printed document, and eight (8) hard copy bound copies of the entire RFP Response.

5.3. <u>Proposal Contents and Format</u>. Each Proposal shall be submitted with the following contents, in the order and format described below.

5.3.1. <u>Cover Letter</u>. A brief statement of interest in the RFP and providing the Consultant services.

5.3.2. <u>Table of Contents</u>. A table of contents identifying the various sections of the Proposal.

5.3.3. <u>Tab 1; Proposer Background Information</u>. A completed and executed copy of the Proposer Background Information incorporated into this RFP as Attachment A.

5.3.4. <u>Tab 3; Proposed Consultant Team</u>.

5.3.4.1. <u>Tab 3A; Organizational Structure</u>. Identify the proposed Consultant Team by name, title/position and description of Consultant Services to be completed by each Consultant Team member.

5.3.4.2. <u>Tab 3B; Consultant Team Resumes</u>. Provide resumes for each proposed Consultant Team member, except for those whose responsibilities are exclusively limited to clerical or administrative tasks. Each resume must include: (i) relevant experience and skills to perform and complete the Consultant Services assigned a Consultant Team member; (ii) length of employment with the Proposer; (iii) relevant licenses or certifications; and (iv) references.

5.3.4.3. <u>Tab 3C; Subconsultant Team Resumes</u>. If the Proposer proposes to complete any portion of the Consultant Services with a Subconsultant, provide resumes for all personnel of each Subconsultant employee that will complete any of the Consultant Services. Each resume must include: (i) relevant experience and skills to perform and complete the Consultant Services assigned such employee; (ii) length of employment with the Subconsultant; (iii) relevant licenses or certifications; and (iv) references.

5.3.4.4. <u>Tab 3D; Discussion</u>. Describe how the experience, technical and professional skills of the proposed Consultant Team will meet the goals and complete the tasks necessary to complete development, building and deployment of the District's revised website.

5.3.5. <u>Tab 4; Proposed Work Plan</u>. Provide a work plan which demonstrates the Proposer's: (i) understanding of website re-design objectives; and (ii) planned activities, activity durations and Consultant Team resources to complete workplan activities. Materials may be in the form of text, graphics or combination thereof.

Proposers shall not submit a work plan or schedule which is generic in nature. The proposed workplan/schedule must incorporate at least the following milestone events:

- Complete evaluation of current website
- Complete discussions with District administration staff to establish design concepts and objectives
- Complete preliminary webpage designs and alternatives
- Completion of District reviews and direction for development of revised website and webpages
- Complete website redesign and building; post redesigned website on Proposer's server for District reviews
- District acceptance of redesigned website
- Data migration
- Initiate beta testing
- Go live deployment

5.3.6. <u>Tab 5; Certificates of Insurance</u>. Provide copies of Certificates of Insurance evidencing compliance with insurance requirements set forth in Paragraph 4.6 of this RFP.

5.3.7. <u>Tab 6; Fee Proposal</u>. The completed and executed form of Fee Proposal included with this RFP as Attachment C. The District anticipates and expects that the pricing set forth in the Fee Proposal is inclusive of all costs and expenses to perform and complete the Consultant services, including all general administrative overhead costs, labor burdens and benefits and profit. The District further anticipates and expects that the pricing proposed in the Fee Proposal excludes any other compensation to the Proposer for completing the Consultant services. The foregoing notwithstanding, if the pricing proposed by a Proposer in the Fee Proposal is subject to qualifications or conditions, all such qualifications or conditions must be detailed in an attachment to the Fee Proposal.

5.3.8. <u>Tab 7; Consultant Agreement Comments</u>. Included with this RFQ as Attachment D is the Consultant Agreement. Proposers must thoroughly review the Consultant Agreement and must Tab 7 identify any term or condition of the Consultant Agreement which the Proposer requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, Tab 7 must set forth the text of the requested amendment or addition. Any Proposer who does not identify modifications to terms or conditions of the Consultant Agreement will be deemed to have agreed to all terms and conditions set forth therein.

6. **District Review and Evaluation of Proposals; Award of Consultant Agreement**

6.1. <u>General</u>. Timely submitted Proposals will be independently reviewed by each member of a Selection Committee. The Process will involve an initial review of proposals together with the interviews scored by the Selection Committee.

6.2. <u>District Intent and Policy</u>. It is the District's intent to select a firm best evidencing demonstrated competence and professional qualifications to perform and complete the Consultant services at a fair and reasonable price to the District. The Consultant will be selected on the basis of information provided in response to this RFP, interviews, and the results of the District's independent research and investigation. It is the policy of the District that the selection of firms to provide professional services in connection with construction projects of the District be based on the demonstrated competence and

qualifications to complete the required professional services at a fair and reasonable price to the District.

6.3. <u>Initial Evaluation Criteria</u>. The following set forth the criteria by which each Proposal will be initially evaluated. The District and the Selection Committee reserve the right to exercise discretion in the weight and priority of the evaluation criteria.

General company overview • Full capabilities • Competitive advantage(s) over other firms • Talent assigned over full term of District contract	15 points
Technical expertise • In-house capability to build higher education websites • Proposed savings to District in time and/or cost • SEO best practices • Expert in accessibility compliance • Mobile-first focus • Optimized user experience	25 points
Taft College Brand Guide compliance	5 points
Strategy to meet needs of all stakeholder groups/audiences	5 points
Acceptance of Consultant Agreement terms and conditions	5 points
Proposal presentation • All questions answered • No missing components	10 points
Project management plan	5 points
Project timeline and "go live" date	10 points
Case studies	5 points
References	5 points
Total cost	10 points

6.4. <u>Short-List Interviews</u>.

6.4.1. <u>Selection</u>. Upon completing the initial evaluations, the District anticipates that the three (3) Proposers submitting the highest scored Proposals based on the initial evaluation criteria will be requested to participate in an interview with the District ("Short-List Interview"). The District may, in the sole discretion of the District modify the number of Proposers invited to participate in the Short-List Interview or include a proposer in the Short-List Interviews who did not submit one of the three (3) highest scored Proposals based on the initial evaluation criteria.

6.4.2. <u>Remote "Virtual" Short-List Interview</u>. The Short-List Interview will be "virtually" conducted as a remote Zoom Meeting. Formal presentations (i.e., PowerPoint presentations) will not be permitted at the Short-List Interview. The primary purpose of the Short-List Interview is for Proposers to respond to questions posed by the District's interview committee and to provide the Selection Committee with additional details of the relative benefits of the Proposer's Proposal and approach to completing PM services. Attendance at the Short-List Interview is mandatory for: (i) the Proposer's Principal Contact; and (ii) all members of the Proposer's proposed

Consultant Teams, except for personnel assigned exclusively to clerical or administrative tasks. Failure of a Proposer to attend the Short-List Interview with all personnel identified hereinabove will result in rejection of the Proposer's Proposal for non-responsiveness.

6.4.3. <u>Short-List Interview Evaluation Criteria</u>. Proposers participating in the Short-List Interview will be evaluated based on the following criteria:

Evaluation Criteria	Maximum Score
Direct Responsiveness to Questions Posed	20
Communications/Interpersonal Skills	20
Firm Website Development Expertise, Experience, and Skills	25
Proposed Project Management Team Cohesion; Two-Year, Public Higher Education Institution Website Experience	35

6.5. <u>Initial Evaluation and Short-List Interview Scoring</u>. Scoring of Proposers participating in the Short-List Interview will be based on a combination of the Initial Evaluation and Short-List Interview scores, weighted as follows: Initial Evaluation: 30% and Short-List Interview Score: 70%.

6.6. <u>Award of Consultant Agreement</u>. Upon completing interviews of Proposers by the Selection Committee, the Selection Committee will make recommendations to the District's Board of Trustees for award of the Consultant Agreement. The District anticipates that recommendation for award of the Consultant Agreement will be to the Proposer submitting the highest scored Proposal determined pursuant to Paragraph 6.5 above. The foregoing notwithstanding, the District may recommend award of the Consultant Agreement, and the District's Board of Trustees may award the Consultant Agreement, to a Proposer who did not submit the highest scored Proposal so long as such action is supported by a reasonable basis of the exercise of such discretion. Notwithstanding any recommendations of the Selection Committee, action to award of the Consultant Agreement is vested solely in the Board of Trustees.

[END OF SECTION]

RFP No. 2122-108
Attachment A
Proposer Background Information

1. Contact Information

1.1. <u>Proposer Firm Name</u>. _____

1.2. <u>Proposer's Form of Entity</u>.
- ☐ Corporation
- ☐ Partnership
- ☐ LLC
- ☐ LLP
- ☐ Sole Proprietorship

1.3. <u>Proposer's Contacts</u>.

1.3.1. <u>Principal Contact</u>. Provide the following for the principal contact person of the Proposer's organization in connection with the RFP.

Name	
Street Address/City/State	
Phone/Fax	
Email Address	

1.3.2. <u>Proposed Consultant Team Principal Contact</u>. If the Proposer's Principal Contact, as identified in Paragraph 1.3.1 above is not a member of the Proposer's proposed Consultant Team as identified in Paragraph 2 below, provide the following for the principal contact person who is a member of the proposed Consultant Team.

Name	
Street Address/City/State	
Phone/Fax	
Email Address	

1.4. <u>Proposer's Federal Employer Identification Number</u>: _____ _____

1.5. <u>For Proposers That Are Corporations</u>. If the Proposer conducts business as a corporation, complete the following:

1.5.1. Date incorporated: _____

1.5.2. State of incorporation: _____

1.5.3. California Corporation No. (if a California Corp): _____

1.5.4. Other State Corporation No. (if not incorporated in California): _____

1.5.5. Type of Corporation (Check One):

- ☐ C Corp
- ☐ S Corp
- ☐ LLC

1.5.6. Provide all the following information for each person who is either: an executive officer or, Board member of the corporation, or the owner of at least ten percent (10%) of the corporation's stock.

Name	Position/Title	% Ownership

1.6. <u>For Proposers That Are Partnerships</u>. If the Proposer conducts business as a partnership, complete the following:

1.6.1. Date of formation: _____

1.6.2. Formed under the laws of the State of: _____

1.6.3. Type of Partnership (Check One):
☐ General Partnership
☐ Limited Partnership
☐ LLP

1.6.4. Provide all the following information for each partner who owns 10 percent (10%) or more of the partnership equity.

Name	Position	Years with Co.	% Ownership

1.7. <u>For Proposers That Are Sole Proprietorships</u>. If the Proposer conducts business as a sole proprietorship, complete the following:

1.7.1. Date of commencement of business: _____

1.7.2. Name(s) of owner(s): _____

2. **Proposed Consultant Team**.

2.1. <u>Proposer Consultant Team</u>. Subject to acceptance by the District, the Proposer proposes the following employees of the Proposer for the Consultant Team :

Name	Position/Title	Consultant Services Responsibilities	Years Employed by Proposer

2.2. <u>Proposed Sub-Consultants</u>. Subject to acceptance by the District, the Proposer proposes that the following Sub-Consultants to the Proposer complete the portions of the Consultant Services described below:

Sub-Consultant	Consultant Services Responsibilities

6.7. **References.** Provide a minimum of three (3) references for prior engagements of the Proposer within the past five (5) years) in successfully completing website redesign services for two-year, public higher education institutions (preferably in California) and provide website development or website re-design services similar to those described in the RFP. For each reference identified below, on a separate attachment provide a description of the website development/website re-design services provided by the Proposer for each reference.

References			
Reference Name	Contact Name	Contact Telephone No.	Contact Email Address

3. **Proposer Capacity.**

   3.1. <u>Proposer Resources</u>. Describe existing "in-house" resources (i.e. technology capabilities, software applications, etc.) of the Proposer and the use or application of such resources for completion of the Consultant Services.

   3.2. <u>Staff Resources</u>. Describe the extent of the Proposer's existing "in-house" personnel possessing skills or experience and the ability of the Proposer to draw upon such resources to complete the Consultant Services.

   3.3. <u>Sub-Consultants</u>. If the Proposer proposes to engage sub-consultants to complete any portion of the Consultant Services, provide a detailed description of all assignments, engagements or contracts where the Proposer and the sub-consultant(s) provided coordinated services to complete the assignment, engagement or contract.

   3.4. <u>Professional Staff</u>. Describe the number of professionals currently employed by the Proposer to provide services similar to the Consultant Services. If the Proposer conducts business from multiple offices, provide separately the number of professionals employed in the office from which the Consultant Services for the District will be completed and the number of professionals employed by the Proposer on a firm-wide basis.

4. **Qualifications Questions.** A "Not Qualified" response to any of the following will result in rejection of the Proposal for non-responsiveness.

4.1. Within the past five (5) years, has the Proposer been awarded a contract by any two-year, public higher-education institution to provide website development/re-design services similar to those described in this RFP?

☐ Yes ☐ No (Not Qualified)

4.2. Does the Proposal include copies of Certificates of Insurance issued by or on behalf of insurers authorized to issue insurance policies under California law: (i) Workers Compensation Insurance; (ii) Professional Liability Insurance; and (iii) Commercial General Liability Insurance, with coverage amounts conforming to those set forth in the RFP?

☐ Yes ☐ No (Not Qualified)

4.3. Has the Proposer or any predecessor to the Proposer, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any *false claim or material misrepresentation* to any public agency or entity?

☐ Yes (Not Qualified) ☐ No

4.4. At any time during the last five (5) years, has the Proposer or any predecessor to the Proposer, or any of the Proposer's owners, officers or partners ever been *convicted of a crime* involving any federal, state, or local law related to design or construction of a project or related to construction/project/building management program services?

☐ Yes (Not Qualified) ☐ No

4.5. At any time during the last five (5) years, has the Proposer or any predecessor to the Proposer, or any of the Proposer's owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes (Not Qualified) ☐ No

4.6. Is the Proposer currently the debtor in a bankruptcy/insolvency case under federal or state law?

☐ Yes (Not Qualified) ☐ No

4.7. Within the last five (5) years, has there ever been a period when the Proposer had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes (Not Qualified) ☐ No

4.8. Has a contract or assignment relating to website development or website re-design to which the Proposer was a party been terminated for the Proposer's default?

☐ Yes (Not Qualified) ☐ No

5. **General Questions.** Complete each of the following General Questions. If a response to any General Question requires further details of the response, failure to provide the required further details will result in rejection of the Proposer's Proposal for non-responsiveness.

5.1. Within the past five (5) years, has the Proposer been subject to any judgment, settlement, or arbitration award(s) arising out of or related to consulting services provided by the Proposer?

☐ Yes ☐ No

If yes, on a separate attachment, describe each such report including details of: (i) the parties to each judgment, settlement or arbitration; (ii) the amount paid by your firm for each judgment, settlement or arbitration award; and (iii) if your firm was subject one or more judgments, for each judgment identify the Court in which such judgments were entered, along with a case number relating to such judgment.

5.2. Has a claim been asserted against the Proposer's professional liability (errors and omissions) insurance policy in connection with consultant services within the past five (5) years?

☐ Yes ☐ No

If yes, on a separate attachment, describe each such claim including details of: (i) the party making the claim; (ii) a description of the claim and (iii) the final disposition (or current status if the claim is not fully resolved) of the claim, including without limitation, a description of the manner in which the claim was resolved (i.e., by mutual agreement, mediation, judgment, etc.) and the amounts paid to resolve the claim.

5.3. Has a contract or assignment relating to website development or website re-design services to which the Proposer was a party been terminated for the convenience?

☐ Yes ☐ No

If yes, on a separate attachment, describe each such termination, including: (i) the project owner contact information; (ii) the written termination notice; and (iii) whether after the termination was effectuated if the project owner contracted with a different firm to complete the website development/re-design services after termination.

6. Certification

I, the undersigned, certify and declare that I have read all the foregoing answers to this Qualification Statement and know their contents. I am duly authorized and have the legal authority to bind the Proposer on whose behalf I am signing. The responses to this Qualifications Statement are: (i) true of my own knowledge and belief; (ii) complete and accurate; and (iii) do not omit any material facts which would render a response to be false or misleading.

Executed this _____ day of _____, 2021 at _____.
(city and state)

I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

_____
(Proposer Firm Name)

_____
(Signature)

_____
(Print Name)

_____
(Title)

WEBSITE REDESIGN
RFP NO. 2122-108

PROPOSAL QUESTIONNAIRE

1. Proposed Project Team

Please provide a brief organization overview including a high-level organization chart and a high-level overview of the key members of the proposed Consultant team.

2. Project Management

2.1. Describe your typical project management approach including approach to project risk management.

2.2. Are your Project Managers PMI qualified (or similar)?

2.3. Is your organization accredited to the ISO 9001 standard?

3. Support Services

3.1. Please provide an overview of the post project support services available. Please indicate where additional costs apply.

3.2. What channels can we use to log a support ticket? Telephone, web, etc.?

3.3. Do you provide 24/7 telephone support? Is it an optional service or included in the support level proposed?

3.4. Please describe your standard service level agreement (SLA) including response times and escalation points?

3.5. Are upgrades between major and minor versions included as part of your service agreement without additional charge?

3.6. Who is responsible for conducting the upgrade—the vendor or the client?

3.7. Is there a limit in the number of support tickets that can be logged on a monthly, quarterly, or annual basis? If so, is that amount included in the support contract proposed?

3.8. Do you provide on-line or a self-service support system? If so, please describe the facilities available?

3.9. Is telephone support included in the SLA?

4. Training

4.1. Please provide an overview of the training services available (including costs).

4.2. Is training conducted on-site or on-line? Our preference is online, so please consider this when pricing the solution.

4.3. Do you provide eLearning facilities? Are these included or at an additional cost?

4.4. Do travel expenses apply to on-site training? If so, please provide detail?

4.5. What skills or pre-requisites do you expect people to have when attending each training course?

5. Documentation and Community Support

5.1. Please describe and show examples of the in-context help facilities available within the product?

5.2. Describe the documentation available? In what form is the documentation?

5.3. Is training documentation available for us to customize and redistribute?

5.4. Do you operate a community forum for clients?

5.5. Do you host a user conference? Is there a cost to attend?

5.6. Do you provide a download area to share free modules and reusable code?

6. On-Premises or Hosted

6.1. Does your company meet the ISO27001 Information Security standard? If so, please attach your certificate.

6.2. Describe how you integrate securely with internal systems while the application is hosted externally?

6.3. Application Hosting

    6.3.1. Do you provide a hosted version of your platform? (SaaS, PaaS etc.)

    6.3.2. Can you host the application only or can you host our website too?

    6.3.3. What levels of uptime do you guarantee?

    6.3.4. In what geographic location is the data center?

    6.3.5. Describe the backup protocol

6.4. Website Hosting

    6.4.1. What level of load balancing is available?

    6.4.2. Can websites be hosted in numerous geographic locations? If so, where and how are the websites are promoted to the various locations?

    6.4.3. What levels of uptime do you guarantee?

7. Supplemental Questions

Please respond in detail to each of the following statements:

7.1. In terms of recruitment of students, particularly undergraduate and international, in a very competitive but very similar market, please explain what differentiation Taft College will gain through the products and services which you offer?

7.2. Describe examples of how your solution can help us drive student recruitment, student retention, raising the profile of research and alumni engagement.

7.3. Taft College wishes to deliver real-time, contextualized, relevant and up-to-date content to different digital audiences and be in a position to better understand our customers' behavior. How does your solution allow us to respond dynamically to their changing needs?

7.4. Taft College wishes to develop specific business goals related to customer journeys in order to maximize our conversion opportunities, initially focused on increasing visitor engagement and driving student recruitment. Please explain your solution can support the realization of this objective.

7.5. Taft College wants to place customers at the heart of our digital experience and persuade visitors to return and students to view it as a valuable digital resource central to their student experience. How does your solution allow us to deliver a truly memorable and interactive digital experience for all users across all devices in terms of design, content and performance?

7.6. How does your solution ensure that Taft College's website is accessible to all students and as such complies with web standards and is accessible on all devices and all major browsers, and is compliant with ADA/Section 508 accessibility standards

7.7. How will your solution allow us to intensify alumni pride and inspire deep personal, professional, and financial connections our vision and mission, resulting in more significant giving and lifelong involvement?

7.8. Please explain how your solution allows us to embrace emerging technologies and social media to increase awareness, enhance academic reputation, and gain recognition for our college's learning and career outcomes, research achievements and centers of innovation?

7.9. For our future needs, how will your solution "grow" with Taft College? How do you address new technologies? How will our website leverage and grow with your solution in the next 3-5 years?

8. Deliverables

Please provide a detailed answer for each of the questions listed under capabilities and requirements, including screenshots as necessary.

Also indicate using the check box under the Vendor Response whether the following requirements can be provided by your company's system and whether the feature is standard, requires customization, is not available and or is in development or requires additional cost. Please provide information on all additional costs.

Please indicate in the Vendor Response field:

Out-of-the-Box (or using in product configuration) - no customization or additional cost
Requires bespoke customization to provide feature
Not available today (even if in development)
Requires additional cost – provide more information on charges. Where additional costs apply select whether the feature is "Out-of-the-box, Customization or Not Available" **and** check the "Additional Cost" box.

8.1. User Interface

Capabilities & Requirements	Feature Weighting	Vendor Response
8.1.1. Is the user interface of the product responsive? Does it support editing on desktop, tablet, and smartphones?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.1.1. Response:		
8.1.2. Is the product interface accessible? If so, to what specific standard(s)?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.1.2. Response:		

8.2. Content Creation & Editing

Capabilities & Requirements	Feature Weighting	Vendor Response
8.2.1. Does the system support in-context, on any device editing with a WYSIWYG tool that show edits as they will appear in the resulting webpage(s)?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.2.1 Response:		
8.2.2. Administrators must be able to set what content types a user can use.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.2.2 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.2.3. Describe the standard approach (including screenshots) to editing content by a content author.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.2.3 Response:		
8.2.4. Does it support any automatic "clean up" of characters and other formatting issues (MS Word etc.)?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.2.4 Response:		
8.2.5. Does the system support the spell checking of content? The spell checking should be customizable at the user and organization level, and include custom dictionaries.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.2.5 Response:		
8.2.6. The system should easily integrate rich-media (e.g. video, audio, maps etc.) where appropriate. Describe what formats are supported.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.2.6 Response:		
8.2.7. At a minimum, the following content editing features should be available to content auditors. Please provide detail as to how each of the following features is supported: • Custom formatting such as bold, italics, bullet points, numbered lists • Cross linking content • Accessible tables • Easily set Headings / CSS elements	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost

Capabilities & Requirements	Feature Weighting	Vendor Response
• Add images & other forms of media		
8.2.7 Response:		
8.2.8. System administrators should be able to easily customize what features are available as part of the WYSIWYG interface on a user-by-user level.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.2.8 Response:		
8.2.9. Designated users should be able to view the HTML code behind the content.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.2.9 Response:		
8.2.10. Describe the link management features within the solution and how broken links can be managed.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.2.10 Response:		
8.2.11. The system must have a comprehensive undo function in the content editor.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.2.11 Response:		
8.2.12. The system must provide the ability to create and maintain shared content, including specific feeds that are used throughout one or multiple websites. These websites may or may not be within our domain.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost

Capabilities & Requirements	Feature Weighting	Vendor Response
8.2.12 Response:		
8.2.13. Users should be able to easily move and reorder content using a "drag and drop" feature/function.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.2.13 Response:		
8.2.14. Content authors should be able to set publish and expiration times and dates.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.2.14 Response:		
8.2.15. Content authors should be able to set a date in the future where the user will be prompted to review content, either manually or automatically.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.2.15 Response:		
8.2.16. All content changes must be tracked, version controlled, and allow for comparison between multiple versions must be available.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.2.16 Response:		

8.3. Designs and Templates

Capabilities & Requirements	Feature Weighting	Vendor Response
8.3.1. Does the solution provided allow for web pages to be made of multiple components that each can be shared, version controlled and edited (rather than one template per page)?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.3.1 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.3.2. Does the solution support global and site-specific/custom design templates? Please explain how you would integrate an HTML 5/CSS 3 responsive template into your system.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.3.2 Response:		
8.3.3. Does the solution support global and site-specific/custom content types that can be used to build web pages, etc.? Please explain how these are created and shared.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.3.3 Response:		
8.3.4. All design templates must support "pixel perfect" design control. Please describe how design templates are configured. What skills are required?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.3.4 Response:		
8.3.5. The solution must support multiple scripting languages (pre or post publish). Please list the scripting languages supported by your solution.	**Highly Desired**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.3.5 Response:		
8.3.6. Can designers and content creators preview what pages will look like on various devices and, in the case of responsive design, at various break points?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.3.6 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.3.7. All designs must be editable in HTML form and not require a translation mechanism such as XSLT or Velocity.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.3.7 Response:		
8.3.8. Can all changes to design templates and content type layouts be version controlled with the ability to rollback not just whole designs but individual code lines? Please explain how your system accomplishes this.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.3.8 Response:		
8.3.9. Does your system allow for a comparison of code changes between versions? Please explain how your system accomplishes this.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.3.9 Response:		
8.3.10. Does your solution support templates built using other tools such as Adobe Dreamweaver, or other HTML creation frameworks?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.3.10 Response:		

8.4. Navigation

Capabilities & Requirements	Feature Weighting	Vendor Response
8.4.1. Describe the process of building navigation with your product. Please list the out-of-the-box navigation features available.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.4.1 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.4.2. Is your solution able to automatically generate navigation and other menu items, such as breadcrumbs, based on directory content? Can the order of navigation be easily rearranged by utilizing the systems' drag and drop features?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.4.2 Response:		
8.4.3. Does the solution allow users to automatically generate an HTML/XML site map?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.4.3 Response:		
8.4.4. Does the solution allow for related content to be displayed automatically? For example, related courses etc.	**Highly Desired**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.4.4 Response:		

8.5. Multiple Sites & Channels

Capabilities & Requirements	Feature Weighting	Vendor Response
8.5.1. Describe the process of duplicating content blocks?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.5.1 Response:		
8.5.2. Describe the process of copying entire sites.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.5.2 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.5.3. Are users enabled to edit across multiple pages and sites?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.5.3 Response:		

8.6. Digital Asset Management (Media Library)

Capabilities & Requirements	Feature Weighting	Vendor Response
8.6.1. Describe how your product accommodates various media types, such as: text, HTML, PDF, MS-Word, XML, graphics, audio, rich media, etc. in terms of storage & management, and types natively supported.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.6.1 Response:		

8.6.2. Describe any function your solution has to create photo galleries.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.6.2 Response:		
8.6.3. Does your system allow for auto-resizing of images?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.6.3 Response:		
8.6.4. Describe how your solution offers users the ability to crop/resize/optimize images.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.6.4 Response:		

8.6.5. Can images be uploaded to the solution in bulk using WebDav or other protocols/approaches?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.6.5 Response:		
8.6.6. Can your solution integrate with third party DAM (Digital Asset Management) tools or SharePoint?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.6.6 Response:		

8.7. Migration Features

Capabilities & Requirements	Feature Weighting	Vendor Response
8.7.1. Please describe your content migration features, including a description of your migration process, automatic migration, and the systems you have experience migrating from, including the Taft College WordPress site. Are your migration features within the product (as standard) or separate tools?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.7.1 Response:		

8.8. Publishing & Promotion to Live

Capabilities & Requirements	Feature Weighting	Vendor Response
8.8.1. Describe the process to publish to a live site. Does the publishing happen instantly?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.8.1 Response:		

8.8.2. Describe how users can publish to different web servers and domains. Are Content Delivery Networks (CDN)s supported?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.8.2 Response:		
8.8.3. Describe how content publishes can be scheduled.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.8.3 Response:		

8.9. Personalization & Multi Variant Testing

Capabilities & Requirements	Feature Weighting	Vendor Response
8.9.1. Please provide some examples of how others have delivered personalized websites using the solution?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.9.1 Response:		
8.9.2. What features are available to allow the personalization of a page for a site visitor? Outline what methods there are for identifying a user (login, behavior, location (IP lookup), etc.). Also cover how these elements are added during the authoring process.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.9.2 Response:		
8.9.3. Please describe how your solution can tailor presented content to site visitors based on previous visit history/current site visit?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.9.3 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.9.4. Does the solution track the last viewed pages? Can the solution present last-viewed pages in a box (similar to Amazon, where it says people who viewed these pages also viewed these pages)?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.9.4 Response:		
8.9.5. Please outline the approaches your solution uses to deliver personalized website experiences for site visitors.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.9.5 Response:		
8.9.6. Please outline in technical terms how each of these methods would work within our web environment.		☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.9.6 Response:		
8.9.7. Describe how your product supports A/B or multivariate testing?		☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.9.7 Response:		

8.10.   Mobile Apps Integration

Capabilities & Requirements	Feature Weighting	Vendor Response
8.10.1. What App development frameworks do you integrate with? Please describe how content can be pushed to mobile apps from the solution.		☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.10.1 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.10.2. Do you integrate with any Third-Party Mobile Apps, such as Ellucian Mobile, Blackboard Mobile, CampusM, etc.? Please provide examples from your experience with these systems?		☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.10.2 Response:		

8.11. Content Access Control & Portal Features

Capabilities & Requirements	Feature Weighting	Vendor Response
8.11.1. Can pages, sections, or media on the site be password protected?		☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.11.1 Response:		
8.11.2. Describe how visitor (website, portal, etc.) accounts and access rights are created and managed for use within the solution.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.11.2 Response:		
8.11.3. Explain how roles and groups are configured in your solution.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.11.3 Response:		
8.11.4. What portal features are available as part of the solution?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.11.4 Response:		

8.12. Analytics

Capabilities & Requirements	Feature Weighting	Vendor Response
8.12.1. Does the system provide KPI dashboard features where performance dashboards can be configured to show overall performance? Can these dashboards integrate with various sources of data or only one?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.12.1 Response:		
8.12.2. Does your product leverage 3rd-party analytic and site tracking tools? Explain.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.12.2 Response:		
8.12.3. Do your product dashboards integrate with third-party solutions, such as Raisers Edge, Hobson, MS Dynamcis, TargetX, Salesforce, Graduway, etc.?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.12.3 Response:		

8.13. Forms and Transactions

Capabilities & Requirements	Feature Weighting	Vendor Response
8.13.1. Provide a simple drag-and-drop interface for creating forms. No technical knowledge, customization, or development should be required.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.13.1 Response:		

	Feature Weighting	Vendor Response
8.13.2. Can this functionality be enabled/disabled for different roles? For example, can new web editors be prevented from creating forms until they have had experience and further training?	**Highly Desired**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.13.2 Response:		
8.13.3. How can the data entered into forms be exported? What standards/file formats are supported? For example, can the data be exported as a spreadsheet, database or XML?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.13.3. Response:		
8.13.4. Custom form creator should be able to set optional validation criteria: required fields, date format, email format, URL format.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.13.4 Response:		
8.13.5. Does your system allow for forms to be partially completed, save, and resume an e-form at a later date?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.13.5 Response:		

8.14. Social Media and Blogging

Capabilities & Requirements	Feature Weighting	Vendor Response
8.14.1. Site Authors and Editors must be able to publish content directly to social media platforms as part of a workflow or when content is published on the site.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.14.1 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.14.2. Site Visitors must be able to share content on Twitter, Facebook, LinkedIn, Instagram, YouTube, and TikTok, etc.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.14.2 Response:		
8.14.3. Does the system allow external RSS feeds to be integrated into your web pages?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.14.3 Response:		
8.14.4. Does the system allow for the social sharing widgets?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.14.4 Response:		
8.14.5. Does the system have the ability to generate polls?	**Highly Desired**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.14.5 Response:		
8.14.6. Marketers must be able to create blogs, delegate editing responsibility and manage their use. What blogging features are available?	**Highly Desired**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.14.6 Response:		

8.15.   Variant Testing

Capabilities & Requirements	Feature Weighting	Vendor Response
8.15.1. The system should provide tools to measure the relative success of content, landing pages, personalized pages, forms, surveys, social shares etc.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.15.1 Response:		
8.15.2. Designers must be able to create alternatives designs/layouts for optimization testing.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.15.2 Response:		

8.16.   Multi-Lingual

Capabilities & Requirements	Feature Weighting	Vendor Response
8.16.1. Does the system have the capability to deliver content in a wide range of languages? Please describe the approach and features available.	**Highly Desired**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.16.1 Response:		
8.16.2. Can the system display content items and search items and search for content in languages other than English?	**Highly Desired**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.16.2 Response:		
8.16.3. Can we build navigation structures in languages other than English?	**Highly Desired**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.16.3 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.16.4. Is the interface available in non-English languages? If so, what languages?	**Highly Desired**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.16.4 Response:		

8.17. User Rights and Roles

Capabilities & Requirements	Feature Weighting	Vendor Response
8.17.1. Describe in detail how users are managed in the system?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.17.1 Response:		
8.17.2. What single sign-on technologies does your system support?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.17.2 Response:		
8.17.3. Explain how roles may be added, how names of roles may be changed, and any restrictions on the number of roles that can be established.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.17.3 Response:		
8.17.4. Explain how your CMS tracks changes by users. How long are logs of these changes retained?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.17.4 Response:		

8.18. Reports & Quality Control

Capabilities & Requirements	Feature Weighting	Vendor Response
8.18.1. Describe the out-of-the box reports that are available to users that allow for the improvement of content and performance on a daily basis.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.18.1 Response:		
8.18.2. How does your solution prevent multiple web authors from overwriting each other's changes?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.18.2 Response:		
8.18.3. Can the solution identify broken internal and external links? If so, please describe.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.18.3 Response:		
8.18.4. Describe how your solution maintains accuracy of links when media and/or pages are moved within site or renamed.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.18.4 Response:		
8.18.5. Does your solution allow users to preview content changes before they are made?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.18.5 Response:		
8.18.6. Describe any tools your solution has to facilitate content audits.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.18.6 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.18.7. Describe how audit information, such as time and date of last edit, content editor, etc. is accessed.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.18.7 Response:		
8.18.8. Describe how your solution provides content contributors the ability to view stale content and set review dates for their content.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.18.8 Response:		

8.19. Modules Required

Capabilities & Requirements	Feature Weighting	Vendor Response
8.19.1. Does your solution have a defined way to create course catalogs/course search facility? Please include any information about third party sources of course content you can integrate with.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.19.1 Response:		
8.19.2. Does your solution provide a campus calendar? Please describe.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.19.2 Response:		
8.19.3. Does your solution provide a solution for faculty profiles and staff directories? Please describe.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
9.19.3 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.19.4. Does your solution provide a solution for news sites? Please describe.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.19.4 Response:		
8.19.5. Does your solution provide a template for newsletters? Please describe.	**Highly Desired**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.19.5 Response:		
8.19.6. Describe any other prebuilt modules your solution provides.	**Highly Desired**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.19.6 Response:		

8.20.   E-mail Marketing & Marketing Automation

Capabilities & Requirements	Feature Weighting	Vendor Response
8.20.1. Describe how your solution supports email campaigns, including the ability to track, measure, and manage unlimited campaigns.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.20.1 Response:		
8.20.2. What e-mail marketing automation features are available?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.20.2 Response:		

8.21.   System Integration

Capabilities & Requirements	Feature Weighting	Vendor Response
8.21.1. Does your product have the ability to import feeds/data from third-party content providers/systems? If so, what data feeds/systems are supported? Is there an easy way for content contributors and site administrators to manage these feeds?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.21.1 Response:		
8.21.2. How do you integrate with third-party systems, such as customer relationship management systems?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.21.2 Response:		

8.22.   Performance & Scalability

Capabilities & Requirements	Feature Weighting	Vendor Response
8.22.1. Describe the scalability of your product; please include how your solution maintains peak performance as the number of content objects or concurrent users increase in magnitude.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.22.1 Response:		
8.22.2. Describe any transformation language used by your solution.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.22.2 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.22.3. Describe any performance monitoring inherent in the CMS?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.22.3 Response:		

8.23.   Search

Capabilities & Requirements	Feature Weighting	Vendor Response
8.23.1. What functionality does your product provide for searching content on the published site?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.23.1 Response:		
8.23.2. Can an entire page or pieces of content be hidden from the site search?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.23.2 Response:		
8.23.3. Does your product integrate with the most prominent search engines?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.23.3 Response:		
8.23.4. What search capabilities does the system provide for finding content within the system?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.23.4 Response:		
8.23.5. Does your Site Search require installation on a separate server or can it be safely installed alongside the solution on the same machine?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.23.5 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.23.6. Can your Site Search exclude items of content from search and/or site map indexing?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.23.6 Response:		
8.23.7. Does your Site Search support automatic indexing, key word generation, metadata, indexing and full-text indexing of content?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.23.7 Response:		

8.24. Security & Recovery

Capabilities & Requirements	Feature Weighting	Vendor Response
8.24.1. All system access must be encrypted. Please confirm that the application can run over HTTPS.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.24.1 Response:		
8.24.2. What SSO methods are available to restrict access to either part or all of a site?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.24.2 Response:		
8.24.3. When and how is your product security tested? If you test yourself what security accreditations do your testers hold? How are security patches issued? How many security patches have you issued in the last 12 months? Please give details of what issues they were for.	**Mandatory**	
8.24.3 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.24.4. Provide details of your company's disaster recovery policy and procedures (both SaaS/PaaS environment and your operational procedure).	**Mandatory**	
8.24.4 Response:		
8.24.5. Provide details on your company's backup procedures including frequency and storage location of backup media.	**Mandatory**	
8.24.6. Describe the recovery options within your product if any of the following are inadvertently removed or deleted:	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.24.6 Response:		
a. Content recovery		
b. Page recovery		
c. Site recovery		
8.24.7. Describe the failover & recovery process in the event of a failure of the proposed solution.	**Mandatory**	
8.24.7 Response:		
8.24.8. How is the application data, configuration data and source code backed up? Can backups be taken while the system is online?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.24.8 Response:		

8.25.   Architecture & Recommended Requirements

Capabilities & Requirements	Feature Weighting	Vendor Response
8.25.1. What are the <u>recommended</u> system requirements for running your platform? What operating systems are supported? What database servers are supported? What browsers are supported for accessing the solution and for editing content?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.25.1 Response:		
8.25.2. Is the system available on premises, or cloud hosted, or both?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.25.2 Response:		
8.25.3. Detail the minimum hardware system requirements for your system.	**Mandatory**	
8.25.3 Response:		
8.25.4. Define the recommended minimum and suggested browser requirements for users of the proposed solution's backend UI. Please include operating system, hardware and browser details (include Internet Explorer, Safari, Chrome, and Mozilla).	**Mandatory**	
8.25.4 Response:		
8.25.5. Does your solution require any third-party plugins or dependencies?	**Mandatory**	
8.25.5 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.25.6. Explain if the proposed solution's UI can deliver an optimal experience across devices, operating systems, and browsers.	**Mandatory**	
8.25.6 Response:		
8.25.7. Outline your recommended implementation architecture.	**Mandatory**	
8.25.7 Response:		
8.25.8. Describe the recommended software requirements to host and run the proposed solution in terms of server operating system, recommended databases and server configuration.	**Mandatory**	
8.25.8 Response:		
8.25.9. Are there any application dependencies (languages or frameworks) required to run the system (Java/.NET etc.)?	**Mandatory**	
8.25.9 Response:		

8.26. Accessibility

Capabilities & Requirements	Feature Weighting	Vendor Response
8.26.1. The system must have the ability to support content creation that is compliant with W3C web content accessibility guidelines.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.26.1 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.26.2. Is the solution interface fully accessible?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.26.2 Response:		
8.26.3. Does your solution provide reporting structures for testing content against accessibility standards?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.26.3 Response:		

8.27. Search Engine Optimization

Capabilities & Requirements	Feature Weighting	Vendor Response
8.27.1. The system must identify pages that are missing critical SEO elements.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.27.1 Response:		
8.27.2. Can the site conform to Google's search quality standards?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.27.2 Response:		
8.27.3. Does your system support the use of friendly URLs?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost

8.28. Workflow and Governance

Capabilities & Requirements	Feature Weighting	Vendor Response
8.28.1. The system must be able to establish a variety of steps within a workflow process without requiring external tools.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.28.1 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.28.2. The workflow must support sequential approval steps.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.28.2 Response:		
8.28.3. The workflow must support parallel approval steps.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.28.3 Response:		
8.28.4. The workflow must provide the ability to view the status of a content item through workflow process.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.28.4 Response:		
8.28.5. The system must have the ability to escalate workflow items.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.28.5 Response:		
8.28.6. The system must notify a person when they need to perform a task in relation to an item.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.28.6 Response:		
8.28.7. The system must provide workflow notification by e-mail.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.28.7 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.28.8. The system must allow for user feedback through the submission of forms via a workflow process.	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.28.8 Response:		
8.28.9. Does the workflow include the ability to determine which roles have access to perform which actions at each step of the workflow?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.28.9 Response:		
8.28.10. Does the system support multiple workflows to support multiples sites or sections of the site?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.28.10 Response:		
8.28.11. Can the system schedule a page to go live and expire automatically?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.28.11 Response:		
8.28.12. Does the system provide a full version history of changes made and who performed them?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.28.12 Response:		
8.28.13. Does the system allow for roll-back of content block to a chosen version?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.28.13 Response:		

Capabilities & Requirements	Feature Weighting	Vendor Response
8.28.14. Does the system provide a means to bulk upload content such as files and images?	**Mandatory**	☐ Out-of-the-Box ☐ Customization ☐ Not Available ☐ Additional Cost
8.28.14 Response:		

RFP NO. 2122-108
Attachment C
Fee Proposal

PROPOSER: _____

The Proposer submits this Fee Proposal in connection with the Proposal submitted in response to RFP 2122-108. The Proposer understands and agrees that the Fee Proposal is not binding on the District or enforceable against the District unless the Consultant Agreement is awarded to the Proposer and this Fee Proposal, including modifications hereto mutually accepted by the District and the undersigned Proposer, is incorporated into the Consultant Agreement.

In submitting this Fee Proposal, the undersigned Proposer acknowledges that the proposed fee is inclusive of all costs, expenses, charges and other expenditures incurred or paid by the Proposer to complete the Consultant services. The fee proposal includes without limitation, personnel costs (inclusive of all benefits and labor burdens), all general administrative costs, all incidental costs and profit.

1. **Fee Basis**.
    1.1. <u>Website Redesign Consultant Services Fee</u>. The Proposer proposes to complete the Consultant Services for website redesign and related obligations under the Consultant Agreement on the basis of:

    ☐   Fixed fee, lump sum
    ☐   Time incurred
            ☐   With a not to exceed limit
            ☐   Without limit

    1.2. <u>Maintenance/Support</u>. The Proposer proposes to complete maintenance/support services on the basis of:

    ☐   Fixed fee, lump sum
    ☐   Time incurred
            ☐   With a not to exceed limit
            ☐   Without limit

    1.3. <u>Costs and Expenses</u>. The Proposer's fee proposal includes all costs and expenses to complete the Consultant Services, including without limitation, all general administrative costs, insurance costs, personnel costs and personnel labor burdens.
    ☐   Yes
    ☐   No

    If no, describe in detail the costs or expenses excluded from the fee proposal.

2. **Fee Proposal.**
    2.1. <u>Website Redesign Fixed Fee, Lump Sum Proposal</u>. If the Proposer indicated in Paragraph 1.1 that the fee proposal for completing website redesign is a lump sum fixed priced, the Proposer proposes _____ ($_____) as the lump sum fixed price.

    2.2. <u>Website Redesign "Not To Exceed" Limit</u>. If the Proposer indicated in Paragraph 1.1 that the fee proposal to provide Consultant Services for completing website redesign is based on time incurred subject to a not to exceed limit, the Proposer proposes _____ ($_____) as the not to exceed limit.

2.3. <u>Maintenance/Support Fixed Fee, Lump Sum Proposal</u>. If the Proposer indicated in Paragraph 1.2 that the fee proposal for maintenance/support services is a lump sum fixed price, the Proposer proposes _____ ($_____) as the lump sum fixed price.

2.4. <u>Maintenance/Support "Not To Exceed" Limit</u>. If the Proposer indicated in Paragraph 1.2 that the fee proposal for maintenance/support services is based on time incurred subject to a not to exceed limit, the Proposer proposes _____ ($_____) as the not to exceed limit.

3. **Hourly Rates**. The foregoing proposed fees incorporate the following hourly rates for the Proposer's proposed Consultant Team.

Name/Title/Position	Proposed Hourly Rate
	Website Redesign: $_____
	Maintenance Support: $_____
	Website Redesign: $_____
	Maintenance Support: $_____
	Website Redesign: $_____
	Maintenance Support: $_____
	Website Redesign: $_____
	Maintenance Support: $_____

(Duplicate as necessary to identify hourly rates for each member of the Proposer's Consultant Team)

4. **Qualifications or Conditions to Fee Proposal.** The foregoing fee proposal is subject to conditions or qualifications.

☐ Yes ☐ No

If the fee proposal is subject to conditions or qualifications, all conditions or qualifications must be set forth in an attachment to this Fee Proposal.

5. **Addenda.** The Proposer acknowledges receipt of Addenda to the RFP issued by the District and incorporation of matters noted in Addenda in the Proposal and this Fee Proposal. The Proposer has received and incorporated the following Addenda into the Proposal and this Fee Proposal: _____.

6. **Authority.** The undersigned has reviewed and confirmed the completeness and accuracy of the foregoing. The undersigned is authorized to execute this Fee Proposal on behalf of the Proposer; the undersigned is authorized to bind and commit the Proposer to the foregoing.

Executed this ____ day of _____, 2021 at _____.
(City and state)

_____
(Proposer Firm Name)

_____
(Signature)

_____
(Print Name)

_____
(Title)

AGREEMENT FOR WEBSITE CONSULTANT SERVICES
Attachment D

This Agreement for Website Consultant Services ("Agreement") is entered into as of Click here to enter a date. ("Effective Date") by and between West Kern Community College District ("District") and _____ ("Consultant"). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, the District desires to obtain certain consulting services, ("Consultant Services") as more particularly described in this Agreement.

WHEREAS, Consultant is duly qualified and capable of providing and performing the Consultant Services.

WHEREAS, if the nature of Consultant Services requires the Consultant to be licensed, permitted or otherwise authorized by a governmental agency to complete the Consultant Services, Consultant shall obtain and keep in full force and effect all such required license(s), permit(s) or other authorization(s).

WHEREAS, the Consultant Services are "special services" as that term is used and defined in Government Code §53060.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

AGREEMENT

1   CONSULTANT SERVICES

1.1 Scope of Consultant Services. The Consultant Services are described in Attachment 1 to this Agreement. The Consultant will identify specific personnel who will be assigned Consultant Services along with a description of the Consultant Services to be performed or provided by personnel identified by the Consultant. Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval. Unless otherwise expressly set forth in this Agreement, the Consultant shall provide all labor, materials, tools and other items necessary to complete the Consultant Services and authorized Additional Consultant Services.

1.2 Consultant Services Schedule. The Consultant shall complete the Consultant Services, and portions thereof, in accordance with the Consultant Services Schedule set forth in Attachment 1. The Consultant is liable to the District for costs, charges, losses and other damages arising out of or related to the failure of the Consultant to complete Consultant Services in accordance with the Consultant Services Schedule.

1.3 Consultant Work Product. All materials generated by the Consultant or received by the Consultant in the course of completing the Consultant Services ("Consultant Work Product") are property of the District. Consultant Work Product includes tangible and intangible items in any form, including calculations, drawings, written/graphic materials, digital/electronic files and samples. The Consultant shall provide the District access to Consultant Work Product during Consultant's performance of Consultant Services for the District's inspection, review and/or reproduction of Consultant Work Product.

1.4 Additional Consultant Services. Services not included in the Consultant Services are Additional Consultant Services. Without invalidating this Agreement, the District may add to, delete from or modify the Consultant Services by written notice to the Consultant. If Additional Consultant Services authorized by the District do not result from the Consultant's fault or neglect, the Consultant will be compensated for authorized Additional Consultant Services in accordance with this Agreement.

1.5 Consultant Standard of Care. The Consultant Services and authorized Additional Consultant Services; if any, shall be performed and provided by Consultant: (i) using the Consultant's best skill

and attention; (ii) with due care and in accordance with applicable professional standard(s) of care; (iii) in accordance with applicable laws, rules and regulations; and (iv) in accordance with the terms of this Agreement. The Consultant acknowledges that the Consultant Services may be provided and performed in conjunction with other services provided by other parties relating to the same subject matter. Accordingly, Consultant acknowledges and agrees that the Consultant Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of services under this Agreement and services of others relating to the subject matter of this Agreement. The Consultant is liable to the District for losses, costs, changes and other consequences of its failure to provide perform and/or complete the Consultant Services or authorized Additional Consultant Services in a timely manner.

1.6 Consultant as Independent Contractor; Limited Consultant Agency. In providing services under this Agreement, the Consultant is an independent contractor to the District. The terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.

2 CONTRACT PRICE.

2.1 Contract Price for Consultant Services. The Contract Price due Consultant for completing Consultant Services is a lump sum, fixed price of _____ Dollars ($_____). Except for authorized Additional Consultant Services allowable Reimbursable Expenses, if any, the Contract Price represents the full amount due from the District to the Consultant for Consultant's completion of the Consultant Services, including the Consultant's fee, personnel expenses (including all benefits and burdens), travel for the Consultant, its employees and others providing any part of the Consultant Services to and from their respective offices/homes and the Site and the District's Administrative Offices, travel within the **Counties of Los Angeles, Kern and Ventura**, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with this Agreement.

2.2 Additional Consultant Services. If the District authorizes Additional Consultant Services, the District's payment of such Additional Consultant Services shall be based upon a mutually agreed upon lump sum fixed price. If mutual agreement is not reached, authorized Additional Consultant Services will be compensated based upon the time reasonably necessary to complete the authorized Additional Consultant Services multiplied by the applicable personnel hourly rate set forth in Attachment 2 to this Agreement.

2.3 Reimbursable Expenses. The Contract Price set forth above is inclusive of all expenses and costs incurred by the Consultant to complete the Consultant Services, except for expenses or costs for reimbursable items subject to the District's advance written authorization.

2.4 Consultant Billings for Payment of Contract Price.

   2.4.1 Initial Billing. Within thirty (30) days after the date of this Agreement, the Consultant may submit a request for payment on the Consultant's Initial Billing in an amount equal to five percent (5%) of the Contract Price.

   2.4.2 Milestone Completion Billings. Upon the Consultant's completion of a Milestone and the District acceptance of the Milestone as being completed, the Consultant may submit billings for payment as follows:

Milestone	Percentage of Contract Price
Complete Focus Group Meetings and Focus Group Reports	Five Percent (5%)
Preliminary draft design concepts	Twenty Percent (20%)
Final design concepts	Twenty Five Percent (25%)
Complete website re-design	Thirty Percent (30%)

"Go Live" re-designed website deployment	Ten Percent (10%)

2.5 District Payment of Contract Price. Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, authorized Additional Consultant Services and authorized Reimbursable Expenses, if any. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

2.6 Consultant's Payments. The Consultant shall promptly pay its employees, Sub-Consultants, if any, and others performing or providing Consultant Services or authorized Additional Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services or authorized Additional Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services or authorized Additional Services, the obligation for compliance rests solely with the Consultant, without adjustment of the Contract Price.

3   INSURANCE; INDEMNITY

3.1 Consultant Insurance. At all times during performance of Consultant Services and authorized Additional Consultant Services, the Consultant shall maintain policies of insurance with at least the minimum coverage amounts set forth in this Agreement.

3.2 Workers Compensation and Employers Liability Insurance. The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

3.3 Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, arising out of injury to or destruction of tangible property, including loss of use resulting therefrom; and (v) contractual liability insurance applicable to obligations under this Agreement. District shall be an additional named insured to Consultant's commercial general liability insurance policy.

3.4 Automobile Liability. The automobile liability insurance shall cover claims for bodily injury, death or property damage arsing out the ownership or use of any owned, rented or leased motor vehicle. Coverage under the automobile liability may be a combined single limit set forth below.

3.5 Professional Liability Insurance. If required by this Agreement, the Consultant's professional liability insurance shall cover liabilities arising out of the performance of Consultant Services under this Agreement.

3.6 Minimum Coverage Limits. Coverage limits for the Consultant's policies of insurance shall be as follows:

Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: Two Million Dollars ($2,000,000)
	Aggregate: Four Million Dollars ($4,000,000)
Automobile Liability (combined single limit)	Two Million Dollars ($2,000,000)
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars ($1,000,000)
Professional Liability	One Million Dollars ($1,000,000) per claim/Two Million Dollars ($2,000,000) Aggregate

3.7 Policy Endorsements; Evidence of Insurance. Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance policies by the State of California and who are A.M. Best rated at least A-/VII. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

3.8 District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.

3.9 Indemnity.

3.9.1 Consultant Indemnity of District. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Consultant's employees arising out of this Agreement; (ii) injury or death of persons, damage to property; or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other negligent conduct of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys' fees and shall survive the termination of this Agreement or Consultant's completion of obligations hereunder until barred by the applicable Statute of Limitations.

3.9.2 District Indemnity of Consultant. The District shall indemnify and hold harmless Consultant from claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

4 TERM; TIME

4.1 Term. The Term of this Agreement commences as of the Effective Date set forth above. The foregoing notwithstanding, if this Agreement is subject to approval or ratification by the District's Board of Trustees, the Effective Date of this Agreement is deemed the date of Board of Trustees action approving or ratifying this Agreement. Unless earlier terminated pursuant to the terms of this Agreement, the Term of this Agreement expires upon the Consultant's completion of Consultant Services.

4.2 Time. All of the Consultant Services shall be completed by the Consultant in a prompt and diligent manner as is consistent with professional skill and care. If a schedule for completion of Consultant Services in connection is set forth in Attachment A to this Agreement, the Consultant's performance and completion of Consultant Services shall be in accordance with such schedule. The Consultant shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Consultant to complete Consultant Services in accordance with an agreed upon schedule, provided that the Consultant's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Consultant.

5   TERMINATION; SUSPENSION

5.1 Termination for Default. Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice commences to cure it default(s) and diligently thereafter prosecutes such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (i) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (ii) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services, authorized Additional Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Consultant shall remain responsible and liable to District for all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services, Reimbursable Expenses or authorized Additional Consultant Services.

5.2 District Right to Suspend. The District may, in its discretion, suspend all or any part of the Consultant Services hereunder; provided, however, that if the District directs suspension of Consultant Services for sixty (60) consecutive days or more and such suspension is not caused by the Consultant's default or the acts or omissions of Consultant or its Sub-Consultants, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Consultant, if any, as a direct result of the suspension and resumption of Consultant Services hereunder.

5.3 District Termination For District Convenience. The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement, in whole or in part, for the District's convenience and without fault, neglect or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services, authorized Additional Consultant Services or allowable Reimbursable Expenses provided or incurred through the effective date of termination. Except as set forth above, the Consultant shall not be entitled to other compensation if the District exercises the right to terminate hereunder. The Consultant is not entitled to any portion of the Contract Price for Consultant Services terminated by the District pursuant to the foregoing.

5.4 Consultant Suspension of Consultant Services. If the District fails to make payment of the undisputed portion of the Contract Price when due Consultant hereunder, Consultant may, upon seven (7) days advance written notice to the District, suspend performance of Consultant Services until payment of the undisputed portion of the Contract Price is received by the Consultant. In such event, Consultant shall have no liability for any delays to completion of Consultant Services due to, or arising out of, such suspension. Except as expressly set forth herein, there is no other right of the Consultant to suspend performance of Consultant Services.

5.5 Consultant Obligations Upon Termination. Upon the District's exercise of the right of termination hereunder, the Consultant shall take action as directed by the District relating to completed and in progress Consultant Services. The Consultant shall within five (5) days of the effective date of Termination, assemble and deliver to the District all Consultant Work Product.

6 MISCELLEANOUS

6.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

6.2 Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.

6.3 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Consultant and the District. Neither Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

6.4 Consultant Personnel and Expense Records. The Consultant shall maintain detailed billing records of personnel time and allowable Reimbursable Expenses to complete Consultant Services. Such records shall be maintained in accordance with generally accepted accounting principles applied in a consistent manner and shall be available to the District for inspection, review and/or reproduction upon request of the District. Consultant shall maintain billing records for at least three (3) years after completion of Consultant Services.

6.5 Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:
West Kern Community College District
29 Cougar Court
Taft, CA 93268
Attn: Vice President, Administrative Services

If to Consultant:

_____

_____

_____

6.6 Confidentiality. All information and data provided by the District to the Consultant in connection with the Consultant Services are deemed confidential materials which shall not be disclosed by Consultant or its employees, Sub-Consultants, if any and their employees to any third party without the prior consent of the District, which may be granted, conditioned or denied in the sole discretion of the District. The Consultant is liable to the District and third parties for losses, costs or other damages arising out of or relating to Consultant's breach of the confidentiality obligations set forth herein.

6.7 Personal Services. The Consultant and District acknowledge and agree that the Consultant Services are in the nature of personal services.

6.8 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.

6.9 Disputes.

6.9.1 Consultant Continuation of Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due Consultant, notwithstanding any disputes between District and Consultant hereunder, Consultant shall continue to provide and perform Consultant Services and authorized Additional Services pending a subsequent resolution of such disputes.

6.9.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the Consultant and the District arising out of or pertaining to this Agreement or the Consultant Services shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the AAA Commercial Mediation Rules of in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Consultant commencing binding dispute proceedings.

6.9.3 Binding Arbitration. Claims, disputes, disagreements or other matters in controversy between the District and the Architect which are not resolved by the mandatory mediation proceeding described above shall be resolved by binding arbitration proceedings conducted in accordance with the AAA Commercial Arbitration Rules in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Consultant only if the Arbitration Award is: (i) supported by applicable law; (ii) supported by substantial evidence pursuant to California Code of Civil Procedure §1296; and (iii) includes findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. The District and Consultant hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review of the award, the Court determines either that the Arbitration Award is not supported by substantial evidence, or is based on an error of law, or is not accompanied by Findings of Fact and Conclusions of Law. The locale for any arbitration commenced hereunder shall be the AAA regional office closest to the Site. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. The expenses and fees of the Arbitrator(s) shall be divided equally among the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

6.9.4 Consultant Compliance with Government Code §900 et seq. All claims, demands, disputes, disagreements or other matters in controversy asserted by the Consultant against

the District in a demand for arbitration filed pursuant to Paragraph 6.9.3 above is deemed a "suit for money or damages" under Government Code §900 et seq. An express condition precedent to the Consultant's commencement of arbitration proceedings under Paragraph 6.9.3, is the Architect's compliance with and exhaustion of remedies and procedures under Government Code §900 et seq, including without limitation, §§945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth herein, all claims, demands, disputes, disagreements or other matters in controversy asserted by the Consultant against the District seeking money or damages in any sum shall first be presented to the District's Board of Trustees and acted upon or deemed rejected by the Board of Trustees in accordance with Government Code §900 et seq.

6.10. Entire Agreement. The foregoing and the documents enumerated below constitute the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Consultant. Documents forming a part of this Agreement are:

> Attachment 1 – Consultant Services Scope
> Attachment 2 –Personnel Rates

IN WITNESS WHEREOF, the District and Consultant have executed this Agreement as of the Effective Date set forth above.

"DISTRICT" **WEST KERN COMMUNITY COLLEGE** **DISTRICT**	"**CONSULTANT"** **[CONSULTANT NAME]**
By: _____	By: _____
Title_____	Title_____

**ATTACHMENT 1 TO
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN WEST KERN COMMUNITY COLLEGE DISTRICT
AND
[CONSULTANT NAME]**

Consultant Services under the Agreement for Consultant Services consists of the following and shall be completed in accordance with the Consultant Services Schedule:

1. <u>Consultant Services Scope</u>. The Consultant Services scope consists of the following:

Focus Group Meetings and Focus Group Reports
Preliminary draft design concepts
Final design concepts
Complete website redesign
"Go Live" redesigned website deployment

2. <u>Consultant Deliverables</u>. Completion of the Consultant Services shall include the Consultant's development and delivery of the following deliverables:

Website redesign schedule. .
Prepare meeting focus group reports; meeting reports must include minutes of discussion, decisions made, and follow-up action items.
Prepare summary of existing website content.
Prepare summary of focus group reports and existing website content
Prepare recommendations for District selection of website CMS.
Prepare alternative website redesigns.
Prepare reports of focus group review meetings which include minutes of discussion, decisions made, and follow-up action items for each focus group meeting.
Prepare CSS and CMS templates.
Prepare redesigned website style guide for use by content managers.
Prepare schedule of actions and activities to migrate existing website content to redesigned website.
Report and recommended actions to prioritize SEO to maximize search engine results.
Report and electronic files of redesigned website.
Migrate all content, existing forms, directories, calculators, PDFs, and metadata to the new site
Prepare written content manager training materials

3. <u>Consultant Services Schedule</u>. The Consultant shall complete the Consultant Services in accordance with the following Consultant Services Schedule:

Milestone	Completion
Focus Group Meetings and Focus Group Reports	Six (6) weeks after contract award
Preliminary draft design concepts	Three (3) months after contract award
Final design concepts	Six (6) months after contract award
Complete website re-design	Nine (9) months after contract award
"Go Live" re-designed website deployment	Twelve (12) months after contract award

Website Redesign RFP No. 2122-108 (Rev. June, 2021)
Attachment 1; Consultant Services Scope, Deliverables and Schedule

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ATTACHMENT 2 (PERSONNEL RATE SCHEDULE) TO
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN WEST KERN COMMUNITY COLLEGE DISTRICT
AND
[CONSULTANT NAME]

Billing rates for the Consultant's personnel providing Consultant Services are as follows:

Name/Title/Position	Proposed Hourly Rate	
	Website Redesign:	$_____
	Maintenance Support:	$_____
	Website Redesign:	$_____
	Maintenance Support:	$_____
	Website Redesign:	$_____
	Maintenance Support:	$_____
	Website Redesign:	$_____
	Maintenance Support:	$_____