

SIERRA JOINT COMMUNITY COLLEGE DISTRICT

Request for Proposal No. 2021-006

Content Management System

July 2020

**Request for Proposals
Due: August 17, 2020
1:00 PM PDT**



Sierra Joint Community College District
General Services
Attn: Teri Turner
5100 Sierra College Boulevard, U Bldg.
Rocklin, CA 95677
contracts@sierracollege.edu

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NOTICE

SIERRA JOINT COMMUNITY COLLEGE DISTRICT

Request for Proposal No. 2021-006

Content Management System

A. INTRODUCTION:

The Sierra Joint Community College District (“SJCCD” or “District”) is one of 115 public California Community Colleges, the largest system of higher education in the nation serving 2.1 million students. The District is comprised of areas in Placer, Nevada, El Dorado and Sacramento Counties. The District operates a central campus located in the city of Rocklin, in southwestern Placer County, California, and two satellite campuses located in Grass Valley and Truckee in Nevada County. Classes are also taught in Roseville and other sites throughout the 3,200-square-mile territory of the District. The District currently serves approximately 18,000 students per term enrolled in both day and evening classes. Other general information about the District can be found on the District’s website at www.sierracollege.edu.

B. BACKGROUND:

Sierra College serves multiple stakeholders including prospective and current students, faculty and staff, and the community at large. The current website has been built over time using multiple templates and therefore lacks cohesion and clarity. Navigation is not clear due to the additive design of the site. In addition, our pages are currently in two different Content Management Systems (CMS): Cascade and Drupal (academic section of website). The academic section of our website was redesigned in Drupal in October 2018.

Within our main CMS, Cascade, we do not have in-house web development expertise to build our environment with additional features that are needed with our college campus’ ever-changing web needs. Thus, the Marketing Department is extremely limited in the options we can provide to our clients when making web content presentation decisions.

There is no documentation for the current website architecture. Thus, when the website is updated, it can negatively affect other parts of the website. There is also a desire and need to have content owners have access to update their content for approval. While this is a feature available in Cascade, the workflow system is very cumbersome and difficult to set up and train content owners. This does not allow for dynamic and proactive updating of pages.

C. PURPOSE:

The Sierra Joint Community College District and the Marketing Division are seeking proposals from qualified firms for a Content Management System (CMS) that would both transfer and redesign the existing Sierra College website from the current CMS to a new more user and mobile friendly CMS.

The District reserves the right to reject any and all submittals or to waive any minor irregularities in the process. All responses to this request will remain confidential, subject to the Freedom of Information and Privacy Act. Proposals must be submitted electronically no later than the prescribed time at the following link, also found on the District website: <https://sierracollege.bonfirehub.com>

GENERAL INSTRUCTIONS TO BIDDERS

1. **Schedule:** The schedule for the Request for Proposal (“RFP”) process is as follows:

Request for Proposal Released	July 27, 2020 (11:00 am PDT)
Deadline to Submit Written Questions	August 5, 2020 (1:00pm PDT)
Deadline to Respond to Written Questions	August 11, 2020 (1:00pm PDT)
Deadline for Bid Submissions	August 17, 2020 (1:00pm PDT)
Interviews via Zoom (tentative)	August 25, 2020 (2:30pm - 4:30pm PDT), or August 27, 2020 (1:00pm -3:00pm PDT) or August 31, 2020 (9:30am -11:30am PDT)
Notice of Intent to Award the Contract	September 2020
Board Approval of Contract	October 2020
Contract Execution	October 2020

The District reserves the right, at its sole discretion, to adjust the RFP schedule as it deems necessary. Any adjustment to the schedule prior to the submission due date shall be made by way of an RFP Addendum and communicated in the same manner as all other RFP Addenda. Any adjustment to the schedule occurring after the proposal due date shall be communicated in Bonfire to all prospective firms that have submitted proposals.

2. **Documents Accompanying Proposal:**

Proposer must submit with the proposal the following completed documents no later than the prescribed deadline schedule listed:

- Proposal Signature Form
- Proposer’s Reference Form
- Non Collusion Affidavit
- Acknowledgement of Addenda (if applicable)

**Please note these will be submitted as separate files in Bonfire*

3. **Preparation of Proposals:**

No proposal will be considered unless submitted on the form(s) furnished. All proposals must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections entered adjacent and must be initialed in ink by the person signing the bid. The proposal must be signed in ink by a representative authorized to bind the company. In case of a discrepancy between the hourly rate and the extended price, the hourly rate will be considered as correct. Proposal extensions and totals must be computed where applicable.

4. **Proposal Submittal:**

The proposal must be submitted electronically via Bonfire on or before the deadline prescribed listed using the following link **sierracollege.bonfirehub.com**.

Firms submitting proposals that meet the selection criteria and which are deemed to be the most advantageous to the District may be requested to give an oral presentation to a selection committee. Presentation may be presented via Zoom or in person and will be determined prior to the proposed schedule date. Each invited firm will be given 120 minutes in which to complete the entire presentation and demonstration. Scheduling of these presentations will be arranged by the General Services Department. Selected days and times will be given at random and are referenced in the above schedule.

5. **Proposal Withdrawal:**

A proposal may be withdrawn prior to the deadline for proposal submissions by accessing the site listed above to which the proposal was submitted electronically. Once the deadline for proposal submissions has passed, a proposer may not be permitted to withdraw the proposal.

6. **Cost of Proposal Preparation:**

Cost of preparing the response to this Request for Proposal is solely the responsibility of the proposer.

7. **Requests for Clarification:**

All communication, questions and inquiries relating to this Request for Proposal must be submitted in writing by accessing the link sierracollege.bonfirehub.com and selecting the questions tab. Responses to questions and inquiries will be made using the same system which will post to the public notice project job board. The deadline for submission of questions, inquiries and requests for clarification is prescribed in the listed schedule.

8. **Conduct:**

During the course of this Request for Proposal process, prospective firms are not permitted to contact any SJCCD employee or member of the Governing Board unless at the request of SJCCD's designated contact person found on the title page of this RFP or to fulfill pre-existing contractual obligations.

9. **Compliance with Specifications:**

If the selected contractor fails at any time to meet the specifications of the accepted proposal or is unable to provide necessary services, the District may at its option annul and set aside the contract entered into with the selected contractor, either in whole or in part, and enter into a new contract with next highest ranked contractor. If the next and subsequent highest ranked contractor is unable to provide necessary services, the District may procure the services from any available source.

10. **Pricing:**

Pricing will be reviewed to determine the best value per Public Contract Code 20651.7. The pricing submitted shall be firm and inclusive of all fees necessary to complete the work in accordance with this specification and scope of work. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, prospective contractor MUST indicate the items required and associated costs or forfeit the right to payment for such items.

11. **Purchase Order:**

The successful proposer(s) may be issued a purchase order for the fiscal year signed by an authorized representative of the District. Proposer's acceptance of District's purchase order is expressly limited to the terms and conditions of the contract. None of the Proposer's terms and conditions shall apply in acknowledging a purchase order or in the acceptance of a purchase order. Acceptance by District of the goods or services delivered under a purchase order shall not constitute agreement to Proposer's terms or conditions.

12. **Responsive Proposal/Responsible Proposer:**

A "responsive proposal" is a proposal, which meets all the terms, conditions and specifications of the Request for Proposal. A "responsible proposer" is a proposer who has the financial resources, personnel, facilities, integrity, and overall capability to complete the contract successfully.

13. **Proposer's Representative:**

The successful proposer shall appoint a representative to act as a liaison between the proposer and the District. This representative shall have the authority to make binding decisions for the proposer. The representative's name and telephone number shall be provided to the District after notification of award of the contract. Proposer must respond within reasonable time to requests made by the District.

14. **Addenda:**

Responses to written questions, requests for clarification or revisions to proposal specifications will be communicated by the issuance of a Request for Proposal addendum addressing the nature of the change. Addenda will be posted on the District's project job board website as follows sierracollege.bonfirehub.com. If addenda are released, proposers must submit a signed Acknowledgment of Addenda form and return with the completed proposal.

15. **Selection Process:**

After the period has closed for receipt of proposals, each proposal will be reviewed to determine compliance with the format and requirements of the RFP. Any proposal that does not meet the format and requirements will be deemed non-responsive, will not advance, and will not be considered for award. Proposals that meet the minimum requirements will advance to be reviewed and scored by an evaluation panel. Following independent evaluation of the proposal, the top proposers **may** be requested to participate in an oral presentation to determine and select a proposer that most closely meets the Districts' needs.

16. **Previous Performance:**

Proposers are advised that District reserves the right to reject a proposal from a proposer that cannot demonstrate the ability to provide the services required. Past service and delivery performance with similar sized organization and scope of work is a factor in the determination of award against this proposal. Proposer's past performance practices and services may be examined. Proposers who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible proposer, thereby disqualifying the proposer from contract award.

17. **Basis of Award:**

The District's intention is to award one responsible firm whose proposal represents, in the District's evaluation and judgment, the most advantageous combination of best value (PCC 20651.7) to provide Content Management Systems services. Best Value means the most advantageous balance of price, quality, service, performance, and other elements, as defined by the governing board, achieved through methods in accordance with this section and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, and required services. In determining the award, the District will consider the following: capability to meet or exceed requirements, qualifications (the firm's ability to provide personnel, experience and resources for functional areas and/or labor category), pricing, acceptance of sample contract terms and conditions, past performance and references.

This RFP shall not be construed by any party as an agreement of any kind between the District and proposer. This RFP does not obligate the District to accept any proposal, negotiate with any Proposer, award an agreement, or proceed with the development of any project, product, or service described in response to this RFP. The District does not guarantee that it will purchase any particular quantities or dollar amount of the goods or services specified herein.

The District reserves the right, at its sole discretion, to accept or reject any and all proposals and to waive informalities or irregularities when it is in the District's best interest to do so. The District reserves the right to consider and award contracts during the term of this contract beyond this solicitation process if it complies with District, State and Federal regulations and is in the best interest of the District.

18. **Contract Award:**

If an award is made, the District shall award a three-year contract with an option to renew the maintenance and support for up to two (2) additional one-year periods. The contract may be canceled without cause by either party provided termination notice is given in writing sixty (60) days in advance of termination date.

19. **Notice of Intent to Award the Contract**

Immediately upon completion of the evaluation process, oral presentation and reference checks, the District will issue a Notice of Intent to Award the Contract. The notice will be posted on sierracollege.bonfirehub.com. After the District has issued the Notice of Intent to Award the Contract, the District will make a recommendation to the District's Board of Trustees during the scheduled monthly Board of Trustees meeting. The recommendation from the selection committee is not binding to the District; award of the Agreement will only be by action of the District's Board of Trustees. Failure of the successful contractor to execute the agreement within sixty (60) days following the award will be treated by the District as the successful contractor's repudiation of the Contract, placing it in material breach and making it liable to the District for actual damages incurred by the District, including, without limitation, cost cover.

20. Dispute/Protest:

Any proposer submitting a proposal to the District may file a protest of the District's intent to award the contract provided that each and all of the following are complied with:

- a) The protest is in writing.
- b) The protest is filed and received by General Services – Teri Turner not more than seven (7) calendar days following the date of issuance of the of the District's Notice of Intent to Award the Contract; and
- c) The written protest sets forth, in detail, all grounds for the protest, including, without limitation, all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any protest not confirming with the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the forgoing, the Director of Finance or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the Director of Finance, or other individual designated by him/her shall provide the proposer submitting the protest with a written statement concurring with or denying the protest. The District's Board of Trustees will render a final determination and disposition of a protest by taking action to adopt, modify or reject the disposition of a protest as reflected in the written statement of the Director of Finance, or his/her designee. Action by the District's Board of Trustees relative to a protest shall be final and not subject to appeal or reconsideration by the District, the Manager - General Services, any other employee or office of the District, or the District's Board of Trustees. The rendition of a written statement by the Director of Finance (or his/her designee) and action by the District's Board of Trustees to adopt, modify or reject the disposition of the protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the solicitation process, the District's award of the Contract, the District's disposition of any protest or the District's decision to reject all bids. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorney fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

21. Attachments:

Any exceptions to referenced documents below must be submitted with proposal response.

- Attachment 1 – Evaluation Criteria
- Attachment 2 – Scope of Work
- Attachment 3 – Submittal Requirements
- Attachment 4 – Sample - Services Agreement

END OF PAGE

PROPOSAL SIGNATURE FORM

Content Management System

RFP #2021-006

The undersigned acknowledges the following:

1. Having become familiar with the specifications, contract conditions and requirements of the Request for Proposal #2021-006, hereby offers to provide "Content Management System Services" in accordance with the proposal set forth herein, including all referenced material and attachments.
2. That failure to complete all portions of the proposal documents described in Section 2 of the Request for Proposal #2021-006 and to submit documents by the stated deadlines, may render the proposal non-responsive and bar award of the contract.
3. Understands that the District reserves the right to reject any and all proposals and that this proposal shall remain open and not be withdrawn for a minimum of 60 days after the opening of proposals.
4. If the proposer is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____, and that _____ is authorized to act for and bind the corporation.

Entity Type (Select one)

Sole Ownership	_____	Partnership	_____
Corporation	_____	Other: Specify	_____
Small Business	_____	Woman-Owned	_____
Minority-owned	_____	Disabled Veteran	_____

Sub-Contractors: (Please list all-subcontractors name, address, and phone numbers below):

Company Name (as per license)	Signature	Title	Date
<hr/>			

Mailing Address	Telephone #	Email Address
<hr/>		

Must be signed by an authorized representative on behalf of the company. DO NOT use pre-printed stamp.

REFERENCE FORM
Content Management System - RFP #2021-006

Bidder: _____

The Bidder shall provide three (3) references below (preferably California public agencies or higher education institutions) for which similar services have been provided within the last three years:

Reference Name: _____ **Contact:** _____

Address: _____ **Phone: #** _____

Email address: _____

Description and date(s) of services provided: _____

Reference Name: _____ **Contact:** _____

Address: _____ **Phone: #** _____

Email address: _____

Description and date(s) of services provided: _____

Reference Name: _____ **Contact:** _____

Address: _____ **Phone: #** _____

Email address: _____

Description and date(s) of services provided: _____

References will be contacted to confirm the abilities and qualifications as stated in the proposal response. The District may deem the response non-responsive if a reference is not obtainable from a listed reference after reasonable attempts.

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____, being first duly sworn, depose and say that I am
(Typed or Printed Name)
the _____ of _____, the party submitting
(Title) (Company Name)

the foregoing Proposal ("the Bidder"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 20__ at _____
(City, County and State)

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

Signature _____ Printed Name _____

Address _____

Area Code & Phone Number _____

ACKNOWLEDGEMENT OF ADDENDA
Content Management System - RFP #2021-006

The undersigned acknowledges receipt of the following addenda from the District pursuant to the Request for Proposal # 2021-006 issued on July 27, 2020 for **Content Management System**.

	<u>Addendum Number</u>	<u>Release Date</u>
Addendum # 1	_____	_____
Addendum # 2	_____	_____
Addendum # 3	_____	_____
Addendum # 4	_____	_____

Name of Company _____

Address _____

Email _____

Name of Authorized Representative _____

Signature _____ Date _____

Attachment 1 – Evaluation Criteria Content Management System - RFP #2021-006

EVALUATION CRITERIA FOR AWARD:

- Step 1:** District will evaluate the proposals to determine if the Firm is Responsive and Responsible. Firms/Proposals determined to be non-Responsive/Responsible will receive no further consideration.
- Step 2:** District will identify best value, qualified Firm based on committee evaluation of factors identified in the proposal response.
- Step 3:** District reserves the right (optional) to interview best value, qualified Firms; best value, qualified Firms will proceed to Step 4.
- Step 4:** District will evaluate reference responses based on below listed criteria. If Firm does not pass the reference check, District will move to the next highest ranked Proposer and proceed through the same reference check process.

Proposals will be reviewed for responsiveness to the requirements of this RFP, proposer's ability to meet the needs of the District and the perceived overall value to the District. A committee will review the proposals and make a recommendation to the Board of Trustees. The District shall be the sole judge in making such determination and its decision shall be final. Proposals will be evaluated on the following basis and in order of relative importance:

1. **Ease of Use:** Functionality and ease of use for business users. Amount of training required. Support and in-context help.
2. **Ease of Manageability and management tools:** Ease of configuration, backup, restoration, user management. Ability to setup and administer workflow. Degree of workflow and security granularity.
3. **Experience:** Demonstrated adoption, use, and success in similar institutions and like scenarios to District.
4. **Flexibility:** Ability to provide autonomy with templates, styling, and use for diverse campuses, schools, departments, and programs, while maintaining compliance. Multi-language capability. Flexibility in licensing model in meeting current and future needs.
5. **Scalability:** Ability to scale to accommodate a growing website as well as adding more content management modules to meet other institutional objectives.
6. **Schedule:** Ability to provide reasonable schedule/timeline.
7. **Resources:** General overall financial stability of the vendor. Demonstrate strategic roadmap and support/community for developers. Vendor should also demonstrate that onsite and offsite training is available for business user and developer.

8. Cost: Total costs from proposal; including but not limited to configurations, licensing fees, implementation and training, annual hosting and maintenance fees.
9. Required hardware: Hardware configuration for both redundant servers and client workstations.
10. Oral Presentations: Quality and effectiveness of presentation.
11. Other factors: Other factors or suggestions from responders will be considered.
12. Quality of service and experience of subcontractors or services suppliers, if any.

The District's evaluation will include, but is not limited to, a consideration of the following 100-point criteria and weights:

1. Experience	30 Points
2. Technical Capability	20 Points
3. Personnel Qualification	10 Points
4. Proposed Price	10 Points
5. Oral Presentation and Product Demonstration	15 Points
6. References	5 Points
7. Overall responsiveness of proposal	10 Points

The District may request additional information from proposers or conduct individual interviews with one or more proposers to confirm the information provided in the submitted proposal. The interview is optional and should it be exercised the successful proposers will be contacted with date, time, and location details.

END OF PAGE

Attachment 2 - Scope of Work

Content Management System - RFP #2021-006

A. Website Project Goals

1. The District wants to redesign the college website (www.sierracollege.edu) to create an experience focused on the users, including:
 - a. Easy, logical and quick navigation and architecture to desired pages (without having to search our site)
 - b. Cohesive and modern look and feel across the entire website in one CMS
 - c. Use of simple and user-friendly language, while still remaining a powerful resource for information on the college
 - d. Site that can be translated into other languages across all pages (multi-language capability) and can easily be toggled between (i.e., English and Spanish)
 - e. Fully responsive design for viewing on devices and displays of various resolutions and sizes and navigation elements and links adaptable to device view (i.e., mobile, desktop, tablet)
 - f. Fully editable emergency banner and pop-up page, including support for HTML, links and images (i.e., Sierra College Athletics page-Presto)
 - g. Ability to embed forms directly on a page (i.e., Undocumented Student Center subscription form); ability to embed online donation forms with payment processing through Razor's Edge (Foundation)
 - h. Employee/office directory with mapping so that contact information will appear on webpage

2. On the back-end maintenance of the website, the Districts wants a site that:
 - a. Is easy to update content in-line (WYSIWYG) as administrators and as content owners
 - b. Has significant amount of different elements and flexible templates that allow us to tailor content (ex. accordions, callouts, different layout choices, etc) to various college needs, while still maintaining consistency
 - c. Has a robust and user-friendly online events calendar
 - i. Allow for embedding across the website by content and subject matter category (example: embed only career workshops on the Career/Transfer page)
 - ii. Make academic calendar events accessible from homepage
 - iii. Interactive calendar and the ability to support calendaring in iCal and Google Calendar. Will allow user to import event into own calendar application such as Outlook
 - iv. RSS feed
 - v. Able to filter by category (i.e., financial aid, speakers, health and wellness)
 - vi. Ability to add reoccurring events
 - vii. Searchable
 - viii. Ability to include images

- d. Has ability for vendor to host website and provide 24/7 support post-build
- e. Has ability to create pages without much coding experience (i.e., in line coding)
- f. Has options for internal search appliance on the website (currently using Thunderstone)
- g. Integrate subsites into look and feel of new website (sierraprogress.org, Planning and Governance, Accreditation/SLOs, Library, eJournals, Distance Learning, academic department subsites-Astronomy, Math)

B. Website Users

1. The District website includes a diverse set of users that we hope to be cognizant of throughout our redesign process. While there are many audiences, much of their needs from the website are overlapping and related to one another:
 - a. Students (main focus)
 - i. Prospective
 - ii. New to Sierra (all student types-returning, transfer, etc.)
 - iii. Continuing
 - iv. Alumni
 - b. Sierra College employees (instructional and counseling faculty/staff)
 - c. Community Members/Donors
 - d. Employers

C. Expectations of Vendor

1. Projected budget to complete project with both start-up and recurring costs clearly outlined
2. Detailed project timeline by phase with milestones
3. Create new, modern, and innovative look and feel for the entire website that can be used for at least next five years
4. Guidance, direction, and assistance in reorganizing the navigation of website
5. Initial demo of CMS interface, possible templates/features, and various user roles/experience (admin, contributor, etc.)
6. Examples of other related website projects completed (preferably within the education sector)
7. Examples of integration with various applications (i.e., site search application, chatbot, knowledge base, etc.)
8. Redesign of the webpages included in the following sections of the website:
 - a. About
 - b. Admissions
 - c. Student Services
 - d. Events
9. 508/W3C/WCAG 2.0 Accessibility Compliance
10. Content consolidation/migration
11. Training Demo/ Documentation for future use at conclusion of project (i.e., manuals, knowledge base, etc.)

D. Deliverables

1. Project schedule that includes all tasks, deliverables, milestones, and resources during each phase of implementation
2. Redesigned UI Architecture through creation of updated site map
3. Fully responsive, operational and completed webpages ready for launch

END OF PAGE

Attachment 3- Submittal Requirements

Content Management System - RFP #2021-006

The proposal shall respond to all requirements of the RFP without deviation. The submitted proposals should be organized and indexed in a format noted below that ensures the District can easily review to effectively evaluate the Bidders Proposals. In order for the Proposer's proposal to be responsive, all items listed in this section must be considered and addressed when developing the proposal. Note any exceptions to these criteria in your response.

Requirements

- A. Letter of transmittal
- B. Table of Contents
- C. Organization

Provide a brief company profile that includes:

- 1. State Respondent's name, address, principal office, and type of entity.
- 2. State the date of incorporation/organization and the state in which Respondent is incorporated or organized. Indicate the former names, if any, under which Respondent has conducted business and the years of operation under each name.
- 3. Include information generally describing the size of Respondent's firm, location of the office that will work directly with District, number of years in business providing contracting services.
- 4. Provide Federal tax ID number.
- 5. Disclose any relationship or work performed for the District within the past five (5) years, if any. Please describe the relationship.
- 6. Total number of customers using the solution being proposed for this RFP.
- 7. Other important general information that is deemed significant enough to be highlighted.

- D. Executive Summary

Include an executive summary containing highlights of the following:

- 1. Statement of the Proposers understanding of the project and services required.
- 2. Discussion on how Proposer will meet the project goals and objectives of the RFP and ensure responsiveness to the District staff.
- 3. High-level description of the business features and benefits for your solution.

- E. Experience

Proposer's response in this section shall be evaluated and scored as part of the "Experience" evaluation criteria as described in this RFP. Therefore, it is important to be as complete and descriptive in your response, and as close as possible to the District's requirements as described in the RFP.

1. Proposer shall provide a detailed narrative demonstrating their experience in and ability to (a) successfully provide a CMS solution that meets the requirements specified in this RFP; and (b) effectively provide the professional services to design, implement, and deploy the proposed CMS solution.
2. Proposer shall provide three (3) different customer site references where the same or similar CMS solution that is proposed has been installed and implemented. Proposers shall use the Contractor Reference Form (page 10) to site Customer name, address, contact name, title, telephone number and email address. For this section, proposer shall submit;
 - i. Customer Name
 - ii. Value of Contract
 - iii. Period of Performance
 - iv. Website go live date
 - v. CMS software platform, including model number and/or version
 - vi. Website address
 - vii. Internet hosting uptime
 - viii. Number of templates/skins created and developed
 - ix. Type of training
 - x. Indicate if the reference is for work that Proposer performed as the prime contractor
 - xi. List the subcontractors that participated in the project including the extent of the participation, if applicable
 - xii. Provide detailed description of the work performed
3. Discuss Respondent's overall qualifications and experience, specific to providing contracting services, in working with clients on projects similar to those required in Scope of Work under the Request for Proposal, Attachment 2 and in a higher education environment.

F. Project Team Organization and Qualifications

Describe in detail the structure and qualifications of the proposed project team, including any subcontractors, to perform the activities described in this RFP. The information provided should at a minimum included:

1. Names and roles of the project team, including any subcontractors.
2. Qualifications and experience of the key project personnel. A general resume of all key personnel should be included.
3. Specific information for projects performed by the identified Project Manager, including the customer name, project name, location and size.
4. Subcontracting information, if applicable, including mailing address, company history, staffing and anticipated degree of participation in the project.

G. Project Plan and Approach

Submit a narrative which clearly addresses the Proposer's project plan and approach to develop, design, and implement the proposed CMS solution. Identify the following in your narrative.

1. Methodology

- i. Discuss the methodology that will be used to complete the project tasks and deliverables, including the method for monitoring and controlling the Project.

2. Workplan

- i. Submit a comprehensive work plan that clearly breaks the project into specific tasks or activities, milestones, and deliverables necessary to accomplish the scope of work of the project defined in this RFP. It should be clear what work will be performed by the Proposers and what will be performed by each of the subcontractors, if applicable.

3. Project Schedule

- i. Submit a preliminary project schedule that the Proposer believes is most appropriate to complete the scope of work. The schedule for each task and timing of each deliverable should be based upon the number of calendar days or weeks needed to complete the project.

4. CMS Technical and Functional Requirements

- i. Include technical and functional requirements necessary to complete project and encompassed in Attachment 2- Scope of work.

5. CMS Solution

Use this section to provide detailed discussion of the following in order for the District to fully understand your proposed CMS solution.

- i. Describe in detail the proposed CMS solution, such as, what differentiates it from its competitors and how it will work to create a solution that meets the District's requirements.
- ii. The District would like to have an approval process in place for website contributors to make updates. How does your CMS establish the workflow? Please provide a full overview of the workflow that includes, at a minimum, how to customize an approval flow, publish approved content, and extend workflow capabilities.
- iii. Describe how your CMS integrates social media, including a share option for site visitors to share posts on their own social media site.
- iv. The District requires a secure environment for the external hosting of the Internet website. What type of security measures would be in place to protect the information located on these sites? Discuss your firm's security threat mitigation techniques include side redundancy, resiliency, escalation process and response plan.

- v. Provide detailed information concerning your firm's customer support of the web-based solution. Include information on call center contacts, hours of service, etc.
- vi. Include your firm's positions/policy if it is sold or goes out of business and how Sierra College would gain access to the web-based solution and support services.
- vii. In terms of search results, how would your CMS and associated templates improve the return of relevant results? How would one use key words to improve result accuracy? How would your search tool delineate content types and date ranges for meaningful results?
- viii. Describe how your proposed CMS solution would ensure that the website is compliant with 508/W3C/WCAG 2.0 Accessibility Compliance.

H. Pricing Proposal

***Please note this section will be submitted as a separate file in Bonfire*

I. License Agreement

***Please note this section will be submitted as a separate file in Bonfire*

The proposal response shall include the following documents:

1. License Agreement, including warranty for solution being proposed, if any.
2. Support and Maintenance Agreement for solution being proposed, if any.

J. Attachments

***Please note this section will be submitted as a separate file in Bonfire*

Complete and submit the following documents with your technical proposal:

1. Proposal Signature Form (page 9)
2. Contractor Reference Form (page 10)
3. Non-Collusion Affidavit (page 11)
4. Acknowledgement of Addenda (if applicable) (page 12)

END OF PAGE

Attachment 4

Sample - Services Agreement

This agreement (“Agreement”) is made this 6th day of October 2020, by and between _____ (hereafter referred to as “Contractor”) and Sierra Joint Community College District (hereafter referred to as “District”). District and Contractor may hereafter be referred to collectively as “Parties” and individually as “Party”.

WHEREAS, in an Request For Proposal (“RFP”) dated July 27, 2020, No. 2021-006, the District solicited proposals to provide Content Management System services for all District sites; and

WHEREAS, Contractor submitted a proposal dated August 17, 2020 in response to the RFP and Contractor was determined to be a responsive and responsible contractor per best value criteria (*Public Contract Code 20651.7*); and

WHEREAS, District issued a Notice of Intent to Award the Contract to Contractor;

NOW THEREFORE, District and Contractor enter into this Agreement in order to finalize the terms, duties and conditions upon which Contractor will provide services. The Parties do hereby agree as follows:

1. **Scope of Service:** Contractor shall provide Content Management System Services as requested by District. Services are subject to the following schedules and are incorporated in this Agreement by reference:

Schedule A – Scope of Services

Schedule B – Fee Schedule

Schedule C – License Agreement

Schedule D – Support and Maintenance Agreement

In case of any conflict between the terms of these documents, the terms of this Agreement shall control and prevail. The Parties agree that any provisions contained in Contractor’s proposal documents that add to, vary or conflict with the terms of this Agreement are null and void.

2. **Term:** The term of this Agreement shall be for three (3) years commencing on October 12, 2020 and ending on October 11, 2023 and shall be renewable for two (2) one-year periods at the option of the District.
3. **Termination For Cause:** If either Party breaches a material provision hereof (“Cause”), the non-breaching Party shall give the other Party notice of such Cause. If the Cause is remedied within ten (10) days thereafter in the case of failure to make payment when due or thirty (30) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specified period, the Party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either Party by law.
4. **Termination For Convenience:** Either Party may terminate this Agreement at any time upon sixty (60) days’ prior written notice to the other Party. District may terminate Agreement at any time without

incurring liability to Contractor for lost profits or any other costs other than the value of conforming work completed on site or goods delivered.

5. **Payment:**

- a) The contractor shall submit invoices after each milestone complete. Payment shall be due thirty (30) days from receipt of invoice, barring outstanding discrepancies.
- b) Subscription and Maintenances services shall be billed on an annual basis. Payment shall be due thirty (30) days from receipt of invoice, barring outstanding discrepancies.
- c) The contractor will be notified as soon as possible when the District alleges any billing discrepancy. All billing discrepancies must be resolved within 30 days of notification. The contractor must respond promptly to all notifications of billing discrepancies in order to resolve discrepancies within 30 days.

6. **Pricing:** Pricing includes all applicable Federal, State and local taxes and duties. All Federal, State and local taxes and duties shall be separately itemized on any invoices. Pricing shall remain fixed throughout the first year of the Agreement. Thereafter, any price increases must be communicated in writing to District at least 60 days prior to implementation. Price increases shall not exceed 3% per year.

7. **Services:** If services as requested by District cannot be provided by Contractor, Contractor shall inform District immediately. If at any time Contractor is unable to provide necessary services, the District may at its option annul and set aside the contract entered into with Contractor, either in whole or in part, and may procure the services from any available source. District reserves the right to request removal or reassignment of personnel for good cause.

8. **Improper Performance:** In addition to other remedies provided by law, District reserves the right to cancel all or any part of the Agreement if Contractor fails to perform services in accordance with the terms and conditions of this Agreement. At District's option, all disputes arising in connection with this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association, except that each party shall have the discovery rights established by the California Code of Civil Procedure.

9. **Independent Contractor Status:** In performing services under this Agreement, Contractor shall be deemed an independent contractor and shall not act as nor be an agent or employee of the District. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the services described in this Agreement. Contractor's activities will be at its own risk and Contractor is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. Personnel supplied by Contractor pursuant to this agreement are not District employees. The Contractor shall have the capability of and be financially responsible for complying with all applicable federal, state, and local laws and regulations regarding the employment, compensation, and payment of its personnel. This includes unemployment insurance, worker's compensation, and other taxes, health examinations, permits and licenses.

10. **Accessibility:** Contractor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. Should the Contractor product not meet above requirements, the current Voluntary Product Accessibility Template (VPAT), incorporated by reference as if attached hereto, details the degree of conformance for accessibility standards/guidelines. Contractor

agrees to respond promptly to and resolve any complaints regarding accessibility of its products or services that are brought to its attention. The Parties mutually agree to review the impact of areas not in compliance for further evaluation under the Agreement and further agree to continue working towards compliance. Contractor agrees to indemnify and hold harmless the District from and against any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

11. **Conflict of Interest:** Contractor shall disclose to District any outside activities or interests that conflict or may conflict with the interests of the District. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that Contractor may be involved with on behalf of the District, or (2) any activity that Contractor may be involved with on behalf of any other firm or agency. In addition, Contractor shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the District's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Superintendent or designee. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
12. **Confidential Information:** Contractor acknowledges that it may be necessary for District to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that any disclosure to any third party or any misuse of this proprietary or confidential information may irreparably harm the District. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the District without the District's prior written permission.

FERPA Re-disclosure. Family Education Rights and Privacy Act (FERPA) prohibits the re-disclosure of confidential student information. Except in very specific circumstances in accordance with the law. I Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of the Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of District. If District grants permission, Contractor is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this Contract must be used only for the purposes identified in this Contract.

13. **Indemnify:**
 - a) The District shall defend, indemnify, and hold Contractor, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the sole negligent or intentional acts or omissions of District, its officers, employees or agents.
 - b) The Contractor shall defend, indemnify, and hold the District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the sole negligent or intentional acts or omissions of the Contractor.

- c) Contractor Indemnification includes any Loss sustained by Indemnitees, and each of them, whether resulting from claims brought by third parties or sustained directly by any of the Indemnitees, as a result of 1) Contractor or any subcontractor's failure to implement and maintain appropriate data security or cybersecurity measures; 2) any data breach in which the District's Confidential Information or privileged and confidential information is released, exposed, lost, or stolen as a result of Contractor's performance of Services or otherwise arising from this Agreement; 3) computer viruses, denial of service attacks, and other technologically harmful materials that harm or infect any of the Indemnitee's electronic equipment, software, data, or other proprietary material as a result of Contractor's performance of Services or otherwise arising from this Agreement, and 4) infringement of copyright, trademark, trade dress, invasion of privacy violations as a result of Contractor's performance of Services or otherwise arising from this Agreement.

14. **Insurance:** Contractor shall at all times during the term of this Agreement, maintain and keep in full force and effect, at Contractor's own cost and expense, the following policies of insurance with minimum coverage as indicated below:

- a) The Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the Contractor shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees
- b) The Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate for bodily injury, personal injury, and property damage.
- c) The Contractor shall maintain automobile liability insurance covering bodily injury or death to one person and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and one million dollars (\$1,000,000) aggregate.
- d) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. At the District's option, the Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- e) Certificates of Insurance. The Contractor shall provide certificates of insurance with original endorsements to the District as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement. The Contractor shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- f) Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-VII. Each general liability insurance policy shall be endorsed with the specific language naming the District as an additional insured.
- g) Failure to Procure Insurance. Failure on the part of the Contractor to procure or maintain required insurance shall constitute a material breach of contract under which the District may terminate this Agreement.

15. **Merger Clause:** This Agreement, including the Schedules attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties,

and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any schedule.

16. **Non-Discrimination in Employment:** In connection with the performance of work under this Order, the Contractor agrees that it will not unlawfully discriminate on the basis of race, color, religion, gender, national origin, age or medical condition, sexual orientation or marital status or any other characteristic protected by law in the delivery of programs or services set forth herein.
17. **Compliance with Laws and Regulations:** The Contractor represents and warrants to District that Contractor and its employees, agents, and any subcontractors have filed all certifications and have obtained all licenses, permits, qualifications, and approvals of whatsoever nature is legally required in connection with this Agreement. Contractor shall perform services in accordance with all applicable laws and regulations.
18. **Assignment/Subcontracting:** Neither Party shall have any right to assign the work of this Agreement or any part thereof, without the previous written consent of the other Party. Contractor shall not, except as otherwise agreed in writing by the District, delegate or subcontract the work or service to be delivered or performed under this Agreement.
19. **Notices:** All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, or by acknowledged e-mail or other verified receipt electronic communications between District and Contractor pertaining to this Agreement shall be addressed as shown below:

District:

Sierra Joint Community College District
Vice President of Administrative Services
5100 Sierra College Boulevard
Rocklin, CA 95677
contracts@sierracollege.edu

Contractor:

Contractor Name
Attn:
Address
Address
Email Address

20. **Amendments:** No modification or change to this Agreement shall be binding upon either Party unless contained in writing and signed by an authorized representative of both Parties.
21. **Entire Agreement:** This Agreement and any attached schedules constitute the entire agreement and understanding by and between the Parties with respect to its subject matter. This Agreement supersedes any other prior agreements.
22. **Waiver:** The failure by either Party to insist upon the strict performance of any of the terms, covenants, conditions of this Agreement shall not be deemed a waiver of any right or remedy they may have, and

shall not be deemed a waiver of their right to thereafter require the strict performance of any such terms, covenants and conditions.

- 23. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 24. **Venue:** In the event that either Party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the DISTRICT of Placer or in the United States District Court for the Northern District of California.
- 25. **No Third Party Beneficiaries:** Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to anyone other than the Parties to this Agreement. No one is an intended third-party beneficiary of this Agreement.
- 26. **Attorney's Fees:** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 27. **Headings:** The headings used herein as headings of the various paragraphs and subparagraphs hereof are for convenience only, and the Parties agree that such captions are not to be construed as a part of the Agreement or to be used in determining or construing the intent or context of this Agreement.
- 28. **Severability:** If any of the provisions or portions thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.

IN WITNESS THEREOF, the parties have executed this Agreement of the day and year above written.

Validity of contract is dependent upon formal approval by the Governing Board per Education Code Section 81655.

DISTRICT		CONTRACTOR	
Sierra Joint Community College District			
Signature:	_____	Signature:	_____
Name &	Erik Skinner, Vice President of	Name &	_____
Title:	Administrative Services	Title:	_____
Date:	_____	Date:	_____
Address:	5100 Sierra College Blvd	Address:	_____
	Rocklin, CA 95677		_____
Phone:	(916) 660-7600	Phone:	_____

Schedule A – Scope of Services

The Scope of Services defined in Section D of the RFP will be attached and included as Schedule A to the contract.

Schedule B – Fee Schedule

The Contractor Requirements as defined in the RFP will be attached and included as Schedule B to the contract.

Schedule C – License Agreement

The License Agreement as defined in the RFP will be attached and included as Schedule C to the contract.

Schedule D – Support and Maintenance Agreement

The Support and Maintenance Agreement as defined in the RFP will be attached and included as Schedule C to the contract.

END OF DOCUMENT