



RFP # 2122-19

NOCCCD WEBSITE REDESIGN

RFP DUE DATE:

March 11, 2022 @ 2:00 p.m.

REQUEST FOR CLARIFICATION:

February 23, 2022 @ 5:00 p.m.

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REQUEST FOR PROPOSALS – NOCCCD WEBSITE REDESIGN

The North Orange County Community College District (District) is inviting submittals from qualified firms, partnerships, corporations, associations, or professional organizations to provide website redesign for the District (nocccd.edu).

If you would like to submit a response to this Request for Proposals, please send one (1) electronic copy via email to Jenney Ho:

Name: Jenney Ho
Title: District Director of Purchasing
Email: jho@nocccd.edu

Questions regarding this RFP may be directed to Jenney Ho, District Director, Purchasing via email at jho@nocccd.edu copying Kimberly Do, Buyer at kdo@nocccd.edu. All answers will be provided via addendum.

The District may modify the RFP prior to the deadline for submittals by issuance of an electronic addendum on the district bid website at <https://www.nocccd.edu/vendors-and-contractors-289/4354/bid-and-proposal-opportunities>. All addenda will be posted on the bid website and it is the proposer's responsibility to ensure they have obtained and reviewed all addenda.

All responses must be received via email by:

**March 11, 2022 at 2:00 P.M.
to Kimberly Do, Buyer II:**

kdo@nocccd.edu

and CC

Jenney Ho, District Director of Purchasing:

jho@nocccd.edu

BACKGROUND

Two of the state's premiere colleges and one of the state's most extensive continuing education program combine to provide the quality educational programming of the North Orange County Community College District (District). Nearly 78,000 students enroll annually at Cypress College, Fullerton College, and North Orange Continuing Education. College students are able to shape their futures in programs leading to associate degrees, vocational certificates, and transfer opportunities. Life-long learning also is possible in continuing education programs that range from high school completion and basic skills mastery through an array of vocational training and self-development courses. District campuses serve an area of over one million diverse people – each pursuing their own, unique ambitions.

The District seeks to enlist a vendor that can assist with the delivery of a comprehensive website redesign that will integrate the requirements outlined in this document.

The current site, nocc.edu, launched in January 2016, and since then, has not been updated. Therefore, the design is somewhat dated and the content/information is not always correct. The webpages are consistent, but the content is static and text-heavy. The current site is built on a custom Content Management System (CMS); however, the District is open to various CMS options.

The goal is to rebuild the site so that it is more visually inviting and provides the most current/accurate information in an easy-to-find, searchable manner. Once completed, this project will also have a modern design that supports multiple platforms. This project should lay the foundation for future projects and give the District the option to grow the site and add more functions or features for employees, students, and the community.

GOALS

» Website Goals

1. To be visually attractive and more user-friendly
2. To implement a CMS that will allow for staff to easily update content that includes text, photos, videos, etc.
3. To be flexible for integration of various applications/platforms, both public facing and intranet/staff access (e.g. Tableau, Board Docs, Directory, Public Records Requests)
4. To utilize responsive design for optimal viewing on mobile and tablet devices
5. To comply with accessibility requirements outlined in [Section 508 of the Rehabilitation Act](#)

» Business Goals

1. The new District website will serve as a one-stop center for the most current District-wide and department information
2. The new District website will positively showcase District programs, increasing public perception and brand awareness
3. The new District website will allow for easy, intuitive use, for both visitors to the site as well as employees
4. The new District website will be built using the latest programming languages and will comply with the most current protocols and standards
5. The new District website will utilize an intuitive and easy-to-use CMS with tiered permissions and page review/approval capability

6. Code must be written using a common language and should be structured in a manner that can easily support future edits
7. The new District website will be hosted internally or by a vendor with Amazon Web Services experience
8. The vendor must provide extensive documentation, including but not limited to high-level documentation about the website, a training guide for CMS end users, and architecture and code-based documentation
9. The new District website will employ Google Analytics to provide the most effective tracking for data-driven content and site updates
10. The District would like a website that leverages responsive or adaptive design (i.e. adapts to desktop, tablet, and smartphone devices based on screen-size)

SCOPE OF WORK

» *Discovery*

- **Target audiences** for the website include internal and external populations:
 - INTERNAL TARGET AUDIENCES
 - a. Employees (District Services, Cypress College, Fullerton College, NOCE)
 - b. Students
 - c. Campus community members
 - EXTERNAL TARGET AUDIENCES
 - a. Potential employees
 - b. Potential students
 - c. Alumni
 - d. Business and community partners
 - e. Legislators
- **Primary competitors/peer institutions** would include the other 72 Districts within the California Community College (CCC) system: <https://www.cccco.edu/Students/Find-a-College/Community-College-Districts>.
- **Institutional-defined brand guidelines that need to be applied to the website**, at this point, would include our District logo and defined colors.
- **Access to stakeholders** is possible. The District can provide access to stakeholders to participate in focus groups and stakeholder interviews. The stakeholders would include, but not be limited to: employees, students, business and community partners, etc.
- **Research already completed on the website.** There has not been any research conducted on the website since its launch in January 2016.

- **Analytics.** The District website currently uses Google Analytics. The new District website must have a robust analytics engine (Google Analytics or something comparable) integrated into the site to allow for data-driven decision making for future updates.

Current Analytics:

- **Bounce Rate** – Bounce Rate is the percentage of single-page sessions (i.e. sessions in which the person left your site from the entrance page without interacting with the page).
 - 59.57 % bounce rate since January 2016
 - Average of 2.27 pages viewed per session since January 2016
 - Average session duration of 1 minute 46 seconds since January 2016
- **Device Usage** – September 28, 2020 through September 28, 2021 saw a total of 289,376 website sessions. Breakdown by device:
 - **Desktop:** 202,241 total website sessions (69.89%)
 - **Mobile:** 81,838 total website sessions (28.28%)
 - **Tablet:** 5,297 total website sessions (1.83%)

» Information Architecture

- Users can find what they're looking for on the site via main/list navigation and search feature. The main/list navigation is not intuitive and the District would prefer a more user-friendly navigation.
- The current CMS is limiting, but easy to use. It allows for a web governance structure with permission levels. The District would like to see this in the new CMS with an added level of checks/approvals (ADA compliance, Public Affairs Office, etc.).
- The District would like to keep most of its feature webpages (i.e. hero gallery, news and announcements, calendars, etc.); however, the calendars and staff directory sections need improvement. All calendar information is input and organized manually. The directory pulls from Banner, but does not allow for editing. The District would like both of these components to update seamlessly.

» Content

- **Writing:** The District will develop new written content for the website. Most of the current content is outdated and needs to be revised. Almost all content will be written in-house with the option to have the vendor/consultant provide insight/tips for best practices on website content.
- **Photography:** The District does have an existing library of visual assets (i.e. original photography) that can be used for the website and the visual design. New photography is needed for District Services department webpages. The District would like the vendor's professional input regarding photo optimization for the web.
- **Videography:** The District does have access to b-roll video footage through one of its vendors. This footage would need to be purchased for use on the website.
- **Migration:** The District would like to discuss with the vendor the options of both content migration as well as new content written that will be a joint task shared by the vendor and the District.

» Visual Design

- The District oversees two colleges and a noncredit institution. The District has its own brand, but would like to incorporate campus branding to create cohesion between the three websites.
- The District would like a website that leverages responsive or adaptive design (i.e. adapts to desktop, tablet, and smartphone devices based on screen-size).
- The District requires typography that is inviting and professional. The selected typography would become part of the District's brand style guide.
- The District would like the vendor to suggest options for integrating video.

DEVELOPMENT

» Content Management System

- The District currently has a custom Content Management System (CMS), but is open to various CMS options. The new District website will utilize an intuitive and easy-to-use CMS with tiered permissions and page review/approval capability.
- The District would like a CMS that maintains accessibility, tracks errors/broken links, and manages document version control/lifecycle.
- The District would like to maintain the rights to code/template at the end of this project.
- The District would prefer to use a WYSIWYG technology for the CMS; vendor suggestions are welcome.

» Functional Requirements and Website Features (please include an itemized cost for each item)

The District would like the website to feature the following items:

- Development of flat and flip out design layout options.
- Template(s) for pages: department pages, news page, etc.
- An events calendar that is managed within the CMS or alternatively using a third-party events application recommended by the vendor.
- The ability to translate the District website into different languages.
- The ability to link to the District portal and other internal and external sites used by the District.
- Ability to have the website dynamically display directory information (e.g. a faculty/staff directory) from active directory.
- Integrating a service area map and/or data on demographics, student success, etc.
- Multiple user groups/permission levels, such as staff content editor, second level approver, and site administrator. Vendor suggestions are welcome.
- Incorporating a simple contact form that would include name, phone, email but not any additional personal information.
- Social media integration. Social media channels would include Facebook, Twitter, Instagram, and YouTube.
- The website will need to comply with government mandated accessibility rules (Section 508c). The District would like to incorporate a software that identifies accessibility issues for correction.
- Implementation of Google Analytics for the new website.
- Integration of key videos for the website: training videos, etc.
- Development or incorporation of infographics.
- The District would like to beef up its News and Announcements section of the website. This would include District news, but also link and feature campus news from the college and noncredit institution websites.

TRAINING

- The District Public Affairs Office will manage the content of the website moving forward. The District Information Services Department will be involved with managing the technical aspects of the website moving forward and will serve as the point of contact to the third-party web host.
- The District Public Affairs Office, Information Services Department and key department managers and staff will require training on the CMS.
- The District internal team prefers training sessions to be conducted in person.
- Written training guides and documentation of the code-base will be provided by the vendor.
- The District has the right to contract with a vendor for post-launch website support/updates.

SUBMITTAL INFORMATION AND SUBMITTAL SCHEDULE

All submittals shall be in the form and formatted as specified in this RFP. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Time is of the essence. Submitting firms will be expected to adhere to the required dates and times.

Submittal questions must be in writing and be directed to Jenney Ho, District Director, Purchasing, via email at jho@nocccd.edu copying kdo@nocccd.edu with the subject line indicating “**Question(s) for RFP # 2122-19, NOCCCD Website Redesign.**” If questions are submitted after the deadline, they will not be answered and firms must provide a submittal using the information in the RFP and any addenda provided. All answers will be provided via addendum.

Request for Qualification & Proposals Submittal Schedule

Proposal sent out to vendors	February 16, 2022
Deadline for written questions	February 23, 2022
Addendum	February 25, 2022
RFP Due	March 11, 2022
Interviews	TBD
Contract Negotiation	TBD
Board Meeting - Approval	TBD
Contract Execution	TBD

During the review of the submittals, District will not report apparent errors or request submittal clarification. Submittals will be interpreted as presented. Firms are responsible to proof documents to avoid errors.

The submitted package must clearly include the RFP title, Firm’s name and address, contact name, email and phone number.

Submittals may be withdrawn at any time before the deadline by written request of person signing the Certification.

Late submittals will be returned to the firm without evaluation and firm will not qualify for consideration. It is the firm's responsibility to ensure submittals are received on or before the deadline and at the identified email.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

Firms shall submit one electronic copy via email.

All submittals shall be in the form and formatted as specified in this RFP. **Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed "non-responsive" by the evaluation committee and eliminated from further consideration.**

Statement of Qualifications and Proposals should minimally include the following information:

- 1. Cover Letter.** A maximum one-page, dated **Introductory Letter** must be submitted including the date, legal name of the respondent, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the firm.
- 2. Table of Contents.** A **Table of Contents** of the material contained in the proposal should follow the Cover Letter.
- 3. Executive Summary.** The **Executive Summary** should contain an outline of your general plan and a brief summary of approach and qualifications to engage in a professional relationship with North Orange County Community College District. (two page maximum)
- 4. Experience.** Provide any professional registration, certifications and affiliations for the firm. Describe your experience with website design and more particularly community college projects. Include the scope of work performed within the last five years. Specify which Projects were performed by the personnel recommended for this Work. Provide contact names and phone numbers for each listed project.

Financial Standing - Provide a current annual report or audited profit and loss statement and the amounts and carriers of both general and professional liability insurance.

Evidence that the Firm is legally certified to conduct business in the State of California for the services offered and experience with college and university educational facilities and other institutional services.

The Firm must have an acceptable history of working proactively to avoid litigation. Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years.

If the Firm utilizes resources from more than one office, indicate office locations and how work would be coordinated. (One page for summary and up to five additional to highlight project specific information if appropriate)

- 5. Personnel.** This section of the proposal should establish the ability of the firm to satisfactorily perform the required services as demonstrated by its representation of staff availability. Information shall further specifically include:
- a. Number of qualified staff
 - b. Identification of any services noted in the Agreement(s) not provided in-house
 - c. Identification of proposed sub consultants
 - d. All personnel assigned to District projects, employees, sub-consultants or subcontractors must:
 - i. Possess the minimum qualification to perform the services provided
 - ii. Have knowledge and understanding of major services and activities required to perform services provided
 - iii. Have a minimum of three years of directly related experience
 - e. Include resumes of proposed personnel, including any proposed sub-consultants who would likely be assigned to projects. Provide name and professional qualifications of proposed personnel. Specifically define the role of each person and outline his or her individual experience. Identify any certifications or licenses held (No more than one page per person).
 - f. Firms must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein
- 6. Scope of Work.** The Scope of Work provided describes the expected effort of the firm; however, the firm may recommend refinements, suggestions or brief restatements of the scope of work in this section. (Three pages maximum)
- 7. Services.** Define which services will be provided in-house and those for which the firm will hire consultants. Define the number of years the firm has worked with each consultant proposed as part of potential project teams. (One page maximum)
- 8. Professional Fees.** Provide with the firm proposal one copy of a total not to exceed amount and time and materials cost (hourly rate + estimated total hours). The evaluation committee will make their recommendation based on qualifications and will then enter contract negotiations including fee-based discussions.

A Time and Materials, Not to Exceed proposal will be based on fully-loaded hourly billing rates for each classification. When providing costs, proposal shall include costs for all required overhead expenses including insurance. Travel cost from the firm's place of business including time, overhead and related expenditures shall be incorporated into the unit prices for each line item and are not to be identified as separate costs. Firms are expected to perform services at the rate amount in the fee proposal regardless of the possibility that staff is drawn from a variety of office locations.

The Not to Exceed amount provided in this submittal will be used as the basis for contract negotiations. The final all-inclusive rate shall be negotiated after the evaluation process. Any increases must be approved in writing by the District prior to the performance of service. Agreements will be based on a lump sum basis.

No separate payment will be made for any other costs of performance or out of pocket expenses, including, without limitation, mileage or time required for dispatching personnel to District locations, subsistence, lodging, fuel charge, vehicle use, transmitting reports, administrative charges, or other similar activities necessary for performance of the services except for personnel that are required to perform services at a destination that is more than 50 miles from District. If this circumstance occurs, firm shall first obtain written approval and will be reimbursed at the rate for mileage (for such mileage over 50 miles) set forth by the United States Internal Revenue Services and for per diem travel as set forth by the US General Services Administration.

Proposers shall specifically include hourly rates for full time services in their proposals for the following:

- Principal
- Lead – Project Manager/Evaluator
- Associates
- Clerical staff
- Overtime and Weekend Rates for the above
- Proposer may choose to provide an itemized fee schedule for extra or additional services that are not within Scope of Services
- Include fee schedules for consultants if used

Identify any constraints or assumptions that affect the proposed fee. Services that are not specifically included in RFP exhibits may be provided as supplementary information. **Be thorough and specific as this will form the basis of any contract negotiations for services.**

- 9. Client References.** This section of the proposal permits firms to demonstrate their ability and competence to satisfactorily perform the required services by using similar services recently completed for other clients. Information should be furnished for both the firm and any sub consultants included in the proposal and shall include:

- a. Project name, location and description
- b. Client contact name
- c. Telephone number
- d. Email address

This section may also include letters of recommendation or testimonials

- 10. Agreement Review.** Review and comment on any proposed modifications to the attached draft Agreement(s). Recommend additional work scope if appropriate to allow for improved outcome for the District. Requested contract modifications will be evaluated prior to and in preparation for contract negotiation.

- 11. Certification.** Complete, provide authorized signature, and date the CERTIFICATION - REQUEST FOR QUALIFICATION & PROPOSALS enclosed with this RFP

Responses to the RFP should be complete and be prepared to provide an insightful, straightforward, and ***concise*** overview of the capabilities of your company. **Deviation from the defined content, order and format prescribed in this RFP may result a non-responsive evaluation. Submittals received after the due date and time will not be considered or reviewed. The emphasis of your submittal should be on completeness and clarity of content.**

The District reserves the right to waive any immaterial deviation in a submittal. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the firm from full compliance with all requirements if awarded an Agreement.

The sample standard agreement (Exhibit B) is NOT to be included with the Firm's submittal.

BASIS OF AWARD

The evaluation of the website redesign will be a three-stage process.

1. The first stage will be based on analysis principally focusing on specific experience and qualifications.
2. The second stage will include short-listed firms invited for an interview to present full understanding of, and responsiveness to, this RFP and specific experience and approach.
3. The third and final stage is successful contract negotiations.

At the conclusion of the second stage, firm will be selected on the basis of criteria regarding qualifications, experience, demonstrated competence as well as the best interests of the District as determined by the committee, including consideration of fair and reasonable pricing.

Prior to presenting a recommendation to the Board of Trustees (if deemed necessary), District staff will engage in contract negotiations with selected firm. If negotiations with the first team selected are unsuccessful, negotiations will commence with the second team and so on until an agreement has been successfully negotiated or District rejects all proposals.

Note: By virtue of submission, the proposing firm declares that all information provided in the proposal is true and correct.

MISCELLANEOUS

1. All District Guidelines must be followed:
 - i. Social Media Guidelines: https://www.nocccd.edu/files/social-media-guidelines-01-25-16-dcc-approved_13356.pdf
 - ii. Website Guidelines: https://www.nocccd.edu/files/website-guidelines-dcc-approved-9-26-16_00667.pdf
 - iii. If the website solution will be housed in the cloud, the Cloud Solution Security Measures Guidelines will also need to be followed: https://www.nocccd.edu/files/cloud-solution-security-measure-guidelines-tcc-approved-10-17-17_57777.pdf
2. All submittals shall remain active and valid for ninety days following closing date for receipt. The District reserves the right to negotiate the scope and cost of any submittal.
3. Evaluation may be made solely on the basis of the submittal review or the evaluation committee may deem it necessary to interview applicants as part of the evaluation process.
4. The proceedings of the evaluation committee are confidential. Members are not to be contacted by the proposers. All communication between proposers and the District shall be through the contact information provided above for submitting RFP materials.
5. All materials submitted in response to this RFP shall become the property of District and shall be considered a part of Public Record. The District reserves the option to retain or dispose of all submittals whether selected or rejected.
6. Only written changes to the RFP will be valid. Verbal representations will not be binding on either party. Proposers are responsible to monitor the district bid page for addenda information.
7. District reserves the right to reject any or all responses to this RFP. Any and all costs incurred in preparing and submitting a response to this RFP is the sole responsibility of the proposer. This request does not constitute an offer of employment or a contract for services.

8. The District may modify the RFP prior to the deadline for submittals by issuance of an electronic addendum on the District bid website. All addenda will be posted on the bid website and it is the proposer's responsibility to ensure they have obtained and reviewed all addenda.

9. Affidavits and Certification Forms

As evidence of conformance to the District's policies, District Forms (listed in #9) included with this RFP must be completed and included and labeled "Affidavits and Certification Forms" to your Submission.

10. Standard District Documents, Forms, and Additional Information

The following documents are a part of this RFP. Consultants are advised to ensure that they have the most recent documents. The following documents are attached to the RFP as detailed below:

Attachments:

- Exhibit A: Certification – Request for Qualifications
- Exhibit B: Sample Agreement for Consulting Services
- Exhibit C: Sample fee schedule for extra work
- Exhibit D: Non-Collusion Affidavit
- Exhibit E: DRUG-FREE WORKPLACE CERTIFICATION
- Exhibit F: CONSULTANT DECLARATION

11. No Commitment to Award / Non-Binding

Issuance of this RFP and receipt of submission does not commit the District to award an Agreement. This RFP and/or the interview process, shall in no way be deemed to create a binding contract or Agreement of any kind between the District and the Consultants. **Selection of a Firm to participate in the Pool of prequalified consultants does not guarantee the award of an Agreement.**

12. Cancellation

While it is the intent of the District to include all prequalified successful Consultants, this solicitation does not obligate the District to enter into any agreement or contract. The District reserves the right to cancel this RFP at any time, in the best interest of the District. No obligation, either expressed or implied, exists on the part of the District to make an award or to pay any costs incurred in the preparation or submission of a proposal in response to this RFP.

13. Exceptions / Deviations

Any exceptions to or deviations from the requirements set forth in this RFP, must be declared in the submission by the Consultant. Such exceptions or deviations must be segregated as a separate element of the Submission under the heading "Exceptions and Deviations". If you wish to present alternative approaches to meet the District's work requirements, these should be thoroughly explained.

NOTIFICATION OF FIRMS & DEBRIEFING

At the conclusion of the selection process and pursuant to the Submittal Schedule above, each Consultant will be notified as to whether or not it has been selected for inclusion in the District's Pool. The District does not conduct formal or informal post-selection debriefing with proposers.

PUBLIC RECORDS

Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Consultant who indiscriminately notes that its RFP Response or portions thereof are "Trade Secret," "Confidential" or "Proprietary" and exempt from disclosure as a public record.

The District is not liable or responsible for the disclosure of RFP Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is required by operation of law, or by an order of a court of competent jurisdiction, which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives.

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 an RFP Response deemed exempt from disclosure hereunder, by submitting a response to this RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability including, without limitation, attorney's fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense of the District 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.

Specific Inclusions

1. Exhibit A: Certification – Request for Qualifications
2. Exhibit B: Sample Agreement for Consulting Services
3. Exhibit C: Sample fee schedule for extra work
4. Exhibit D: Non-Collusion Affidavit
5. Exhibit E: DRUG-FREE WORKPLACE CERTIFICATION
6. Exhibit F: CONSULTANT DECLARATION

Exhibit A

Certification – Request for Qualifications & Proposals

CERTIFICATION - REQUEST FOR QUALIFICATIONS

The undersigned hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, insurance, and incidentals necessary to provide quality services pertaining to this solicitation in accordance with the terms and conditions of the RFP; declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any other person, firm or corporation; that the undersigned will contract with District to provide these services to the District in the manner prescribed herein.

I certify that I have read the attached **RFP #2122-19, NOCCCD Website Redesign** and the instructions for submitting an RFP. I further certify that I am authorized to bind the firm noted in this submittal contractually, know that I must provide six hard copies and one electronic copy of the Firm's submittal in response to this request and that I am authorized to commit the Firm to the submittal.

I acknowledge the following addenda(s) _____

Signature

Typed or Printed Name

Title

Phone

Address

Email

Provide Seal here, if Corporation

Exhibit B

SAMPLE AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT is made and entered into this **DATE** day of **MONTH** in the year of ____, by and between the **NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "DISTRICT", and hereinafter **NAME**, referred to as "CONSULTANT". The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain consultant services to help in the following: **PROJECT** hereinafter referred to as "PROJECT", and more fully set in the Proposal attached hereto as Exhibit "A"; and

WHEREAS, CONSULTANT possesses the necessary expert knowledge, experience, and ability to perform services not available through DISTRICT personnel; and

WHEREAS, CONSULTANT is fully licensed, if required, to provide such special consultant services in conformity with the laws of the State of California; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the above recitals are true and correct, and further agree as follows:

ARTICLE I **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

1. CONSULTANT's services shall consist of those services performed by CONSULTANT, CONSULTANT's employees and subcontractors as enumerated in this AGREEMENT and Exhibit "A". Consultant shall commence providing services under this agreement on **DATE** and will diligently perform as required and complete performance by **DATE**.

2. CONSULTANT's services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT.

3. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT, and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

4. CONSULTANT, upon notice to proceed from the DISTRICT, shall provide the DISTRICT

certain special services and advice relating to the PROJECT. The nature of such special services and advice is more particularly set forth in Exhibit "A" attached hereto and incorporated herein by this reference. CONSULTANT and DISTRICT both agree to be bound by all of the terms and conditions set forth in said Exhibit "A". Any discrepancies or inconsistencies between this AGREEMENT and Exhibit "A" shall be interpreted and governed by the terms and conditions of this AGREEMENT. Pursuant to Education Code section 81644, the total term of this AGREEMENT shall not exceed a total of five years.

ARTICLE II **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports, studies and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In addition, CONSULTANT will be reimbursed for reasonable termination costs through the payment of no more than 3% beyond the sum due the CONSULTANT under this Paragraph through 50% completion of CONSULTANT's portion of the project and if 50% completion is reached, payment of up to 3% of the unpaid balance of the contract to CONSULTANT as termination cost upon provision of substantiating justification documents. This payment is agreed to compensate CONSULTANT for the unpaid profit CONSULTANT would have made under the project on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE III
CONSULTANT'S REPORTS/ DOCUMENTS

The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's subcontractors in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within five (5) calendar days.

ARTICLE IV
ACCOUNTING RECORDS OF CONSULTANT

Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE V
COMPENSATION TO CONSULTANT

1. The DISTRICT shall compensate CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT an amount not to exceed **\$000000.00**.

b. CONSULTANT shall invoice the District as follows: **Terms**. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT.

ARTICLE VI
ADDITIONAL SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VII
REIMBURSABLE EXPENSES

1. The DISTRICT shall compensate CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT in accordance with Exhibit "A" attached hereto and incorporated herein by reference.

b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT.

ARTICLE VIII
INDEMNITY AND INSURANCE

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result of CONSULTANT's work under this AGREEMENT.

e. The PARTIES understand and agree that Article VIII, Paragraph 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code section 2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT or referenced elsewhere shall be void and unenforceable between the PARTIES.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California, however, such amount shall not be less than One Million Dollars (\$1,000,000).

b. Comprehensive general and auto liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, and Three Million Dollars (\$3,000,000.00) aggregate, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per claim and Three Million Dollars (\$3,000,000.00) aggregate. Such insurance shall be maintained during the term of this Agreement and renewed for a period of time at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that Consultant subcontracts any portion of Consultant's duties, Consultant shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Paragraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

d. Automobile Liability Insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit and Three Million Dollars (\$3,000,000.00) aggregate;

e. Each policy of insurance required in in this Article VIII shall name District and its officers, agents and employees as additional insured; shall state that, with respect to the operations of Consultant hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Consultant shall notify District in the event of material change in, or failure to renew, each policy. Before starting work, Consultant shall deliver to District the certificates and endorsements of the insurance as evidence of compliance with the requirements herein. In the event Consultant fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Consultant, and in such event Consultant shall reimburse District upon demand for the cost thereof.

ARTICLE IX
MISCELLANEOUS

1. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and CONSULTANT.

8. The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT.

9. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

10. Time is of the essence with respect to all provisions of this AGREEMENT.

11. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

12. This AGREEMENT is not valid or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

DISTRICT

North Orange County Community

By: _____

Name: _____

Title: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

Exhibit C

SAMPLE: CRITERIA AND BILLING FOR EXTRA WORK

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective by date of execution of this Contract.

<u>CONSULTANT Services</u> <i>Titles are likely to change</i>	<u>Fee Per Hour</u>
Principal	\$XXX
Associate	\$XXX
Project Manager	\$XXX
Special Services: CEO/Principal Consultant	\$XXX
Clerical	\$ XXX

EXHIBIT D**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

Exhibit E

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations; and
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false Certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONSULTANT

Signature

Print Name

Title

Date

Exhibit F

CONSULTANT DECLARATION

Service Service Categories Prequalifying for: _____

Consultant (legal name of entity): _____

Address: _____

Phone: _____

Email: _____

Type of Firm: Individual ☐ Corporation ☐ Partnership ☐ Other (Specify) ☐

Tax I.D. No.: _____ Date of Business Formed: _____

Date Incorporated (if applicable): _____ State of Incorporation: _____

OWNERS, OFFICERS AND PRINCIPALS			
<i>Name</i>	<i>Years with Firm</i>	<i>Position</i>	<i>% of Ownership</i>

Consultant has attached a Certificate of Insurance demonstrating a valid insurance policy with policy limit of at least \$1,000,000 per occurrence and \$3,000,000 aggregate or has attached a letter from their insurer that such policy limits will be secured in the event that the Consultant is awarded a project.

YES _____ NO _____

Consultant has attached verification of a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant Labor Code Section 3700 et. seq.

YES _____ NO _____

If answering 'yes' to any of the below listed questions, explain on a separate signed page

Has there been any change in the control of the firm in the last five years?

YES _____ NO _____

Have you/the Firm declared bankruptcy or been placed in receivership within the past ten years?

YES _____ NO _____

Are any of the Firm's owners, officers, and/or principals connected with any other companies as subsidiary, parent, or affiliate?

YES _____ NO _____

Has the Firm been involved in any litigation, arbitration, claim, or dispute of any kind with a public agency in the past ten years?

YES _____ NO _____

Has the Firm or any owner, officer or principal of the Firm ever been found guilty of violating any federal, state or local law, rule or regulation regarding a contract?

YES _____ NO _____

Has the Firm ever failed to complete a contract within the authorized contract time?

YES _____ NO _____

Has the Firm received any notices threatening termination?

YES _____ NO _____