



Contra Costa Community College District

4CD-94

Marketing Website Redesign

REQUEST FOR PROPOSAL

RFP Release Date: September 16, 2022

Questions Due by: 12 PM (PT), September 26, 2022

Proposals Due by: 2 PM (PT), October 13, 2022

SECTION I

INSTRUCTIONS AND GENERAL PROVISIONS

The Contra Costa Community College District (District) invites highly experienced firms and individuals to submit proposals to provide website redesign services.

The District consists of 3 colleges and 2 centers: Diablo Valley College in Pleasant Hill, Contra Costa College in San Pablo, Los Medanos College in Pittsburg, San Ramon Campus and New Brentwood Center. The District serves approximately 50,000 students annually.

INTENT

It is the intent of these specifications, terms and conditions to describe the Contra Costa Community College District's requirement for website redesign services. The services are to include user research, website design, and development.

These specifications, terms and conditions and the successful Contractor's response will constitute a part of the contract between the District and the successful contractor. Any contract resulting from this Request for Proposal cannot be altered or amended except by an instrument in writing executed by both parties.

PROPOSAL SUBMISSION

A. Proposals to be submitted to:

John Cook, Purchasing Department
Contra Costa Community College District
500 Court Street
Martinez, CA 94553

B. Date/Time: Proposals shall be received **by 2PM (PT), October 13, 2022.**

C. The face of the sealed envelope or box shall be clearly marked "**4CD-94 RFP**"

D. A faxed proposal will not be accepted. Only mailed or hand-delivered, signed documents will be considered. The proposals must be in the possession of the District's Purchasing Department by 2:00 PM (PT) on the closing date. Late proposals will not be accepted and will be returned to the Contractor. The District will not be responsible for late delivery by U.S. mail or any other means. Proposals will NOT be opened at that time.

E. Contractors must submit **one (1) original hardcopy and one electronic copy in Word or PDF format via flash drive.** DO NOT send the electronic copy by email. Each proposal received in response to this RFP shall remain the property of the District.

QUESTIONS

Questions are due by 12:00 PM (PT), September 26, 2022. All questions regarding preparation, selection process, specifications and interpretations of the terms and conditions of this Request for Proposal (RFP) shall be submitted in writing by email to **John Cook, Purchasing Department, jcook@4cd.edu**.

SCHEDULE The District reserves the right to modify the below schedule of events.

Request for Proposal release date: **September 16, 2022**

Questions Due by: **12 PM (PT), September 26, 2022**

Respond to all Questions: **September 28, 2022**

Proposals Due by: **2 PM (PT), October 13, 2022**

Committee Review: **October 17 - October 21, 2022**

Notify Shortlisted Firms: **October 25, 2022**

Interview/Presentation (Zoom): **November 7-11, 2022**

RFP Award: **November 16, 2022**

Board Meeting: **December 14, 2022**

Contract Award: **December 15, 2022**

EXHIBITS:

Exhibit A – Certificate of Insurance

Exhibit B – Standard Agreement

ACCEPTANCE PERIOD. Proposals are firm for a period of ninety (90) days.

ADDENDA/AMENDMENTS ACKNOWLEDGMENT. The District, at its sole discretion, may issue amendments / addenda to this RFP at any time prior to the time set for receipt of the proposal. Interested parties should frequently check the District's website for such addenda at <https://webapps.4cd.edu/apps/purchasingviewbids/default.aspx>

Each contractor shall acknowledge receipt of the addendum by signing the addendum/addenda and submitting it with the proposal. Failure to so acknowledge may result in the proposal being rejected as not responsive. The District shall not be bound by any representations, whether oral or written, made at a pre-qualification, pre-contract or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Contractor to a contract for the execution of this contract. Upon request of the District, any agent submitting proposal on behalf of a Contractor shall provide a current power of attorney certifying the agent's authority to bind the Contractor. If an individual makes a proposal, his or her name, signature and post

office street address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

PUBLIC INFORMATION. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Contractors are advised to consult with their legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential commercial, financial, geological, and geophysical data. The District assumes no obligation or responsibility for asserting legal arguments on behalf of Contractors.

CONFIDENTIALITY. If a Contractor believes that portions of the proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Contractor must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the proposal which the Contractor believes to be protected from disclosure. The Contractor must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Contractor believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Contractor is hereby notified that the District may consider all parts of the offer public information under applicable law even though marked confidential.

AWARD OF CONTRACT. Award of a contract will be made to the Contractor offering the most advantageous statement of qualification after consideration of all Evaluation Criteria set forth below; however, the District will not be limited solely to the evaluation factors in making its final decision. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the District. The District shall not be obligated to accept the highest commission, or any commission offered, and will make an award in the best interests of the District after all factors have been evaluated.

CANCELLATION OF SOLICITATION. The District may cancel this solicitation at any time.

FORMATION OF CONTRACT. The Contractors' signed proposal and Contra Costa Community College District's Request for Proposal shall be incorporated into a contract with or without negotiation. The Standard Agreement (**Exhibit B**) shall become the final contract document.

INFORMED CONTRACTOR. The Contractor is expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposal. Failure to do so will be at Contractor's own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be lined through and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

COST OF PREPARATION. The District is not liable for any costs incurred by Contractors before entering into a formal contract.

REJECTION OF PROPOSAL. The District reserves the right to reject any or all proposals or any part of proposal and also to waive informalities, minor irregularities, or other requirements in our Request for Proposal and /or offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the Contractor to provide in its proposal any information requested in this RFP may result in rejection for non-responsiveness.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Contractor may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the District.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, local and other laws relative thereto.

CONTRACT INCORPORATION. The contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or referenced herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of this RFP Solicitation, all addenda, all of Contractor's successful submittal; supplemental agreements and any and all written agreements which alter, amend or extend the contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Contra Costa, in the State of California. The parties further stipulate that the County of Contra Costa, State of California is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

COMPLIANCE WITH ALL LAWS. The Contractor warrants that it will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this contract including, but not limited to, the Fair Labor Standards Act of 1938, as amended, the Williams – Steiger Occupational Safety and Health Act of 1970 and as amended; the State of California sales and use tax regulations; non-discriminatory employment practices under the Federal Equal Employment opportunity Clause prescribed by Executive order 112465 dated September 24, 1965 as amended. The District does not permit any person or entity using its facilities for commercial purposes to engage in unlawful discrimination.

SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TERM/TERMINATION /RENEWAL. The term of the contract will be for up to twenty-four (24) months. The contract will be subject to termination by either party upon thirty (30) days advance written notice of intention to terminate. The District may terminate the contract at any time without written notice upon a material breach of contract by the Contractor. By mutual agreement, this contract may be extended for additional terms at agreed prices with terms and conditions remaining the same.

START DATE. Pending the completion of this RFP process, we anticipate the contractor starting on or after January 3, 2023.

QUANTITIES. Services identified for advertising services are annual estimates based on past requirements and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

PRICING. Prices quoted are to be firm for the duration of the contract. Adjusted prices, if any, quoted for additional years of the contract shall remain firm for each respective twelve (12) month period. Request for price adjustments must be submitted by the vendor, in writing, sixty (60) days prior to the annual anniversary date of the contract to be effective for the subsequent year. Unless otherwise stated, the vendor agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the District. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and District only

after completion of the initial term.

PENALTIES. The Contractor shall be assessed penalties for non-performance. The Contractor shall be responsible for reimbursing the District for the full cost of any advertisement that is placed by the District but fails to be published or published incorrectly.

FUNDING OUT CLAUSE. The District may, at its sole option, terminate this agreement at the end of any District Fiscal Year, for reason of non-appropriation of funds. In such event, the District will give Contractor at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the District will return any associated equipment to the Contractor in good working order, reasonable wear and tear expected.

SECTION II

SCOPE

Diablo Valley College is a two-campus college seeking to engage a firm to support all facets of a comprehensive website rebuild process including:

- Project Management
- User Research and Analysis
- CMS Assessment, Recommendations and Transition
- UX/UI Strategy
- Information Architecture
- Content Strategy (including possible integration of content from a few department microsites)
- SEO
- Design
- Development
- Content Migration
- Launch

DVC’s current website (www.dvc.edu) is 3300+ pages and more than a decade old. The college seeks to develop a new web presence that is modern, inspiring and provides an easy to use, actionable experience for its audiences.

While the college and the site have many important audiences, the primary goal for the new site is to drive enrollment of new students. Key objectives for the project include: a mobile-first approach, a consistent and predictable U/X throughout the site, ADA compliance, prominent calls to action (RFI, apply, register for classes, etc.), and a demonstration of the college’s commitment to diversity, equity, and inclusion. Design should be photo-forward with an emphasis on iconography and infographics. The homepage should excite prospective students about coming to DVC and feature immediately obvious ways to begin the process of becoming a student.

DVC students/site users are primarily from our service area: the central Contra Costa County cities of Clayton, Concord, Danville, Lafayette, Martinez, Moraga, Orinda, Pleasant Hill, San Ramon, and Walnut Creek. However, the college attracts students from throughout and beyond Contra Costa County, including international students. High level details about student race and age can be found via our [Fingertip Facts sheet](#).

Beyond showcasing DVC’s overall brand, academic excellence, and supportive community for prospective students, the site should also be a hub for information and action for several audiences including:

Audience	Information	Actions (via integrated systems)
Prospective students, parents & HS counselors (details on segmentation of these audiences will be provided during the discovery process)	<ul style="list-style-type: none"> • Academic programs • Student services • Contacts, hours, maps • Policies • Events • News & stories 	<ul style="list-style-type: none"> • Submit RFI • Complete admission application • Search & register for classes • Schedule appointments • Submit support/program applications • Register for events
Current students	<ul style="list-style-type: none"> • Academic programs • Student services 	<ul style="list-style-type: none"> • Search & register for classes

	<ul style="list-style-type: none"> • Contacts, hours, maps • Policies • Events • News & stories 	<ul style="list-style-type: none"> • Schedule appointments • Submit support/program applications • Register for events • Access student portal, library
College employees	<ul style="list-style-type: none"> • Academic programs • Student services • Contacts, hours, maps • Policies, manuals & operational resources • Events • News & stories 	<ul style="list-style-type: none"> • Register for events • Access employee portal
Alumni & donors	<ul style="list-style-type: none"> • Contacts, hours, maps • Events • News & stories 	<ul style="list-style-type: none"> • Register for events • Donate
Community & employer partners	<ul style="list-style-type: none"> • Academic programs • Contacts, hours, maps • Events • News & stories 	<ul style="list-style-type: none"> • Register for events • Request services • Facility rentals

Current Website

- Website url: www.dvc.edu
- CMS: Modern Campus (formerly Omni Update)
- Integrations: The web site is integrated with several web services that live on other platforms – student portal, appointment scheduling tools, etc.
- Host: Rackspace

The college engages in optimization projects here and there on the site. In the last year, new design templates have been implemented for application and enrollment webpages, new academic program pages are currently being built on a new template, and a new temporary homepage will be implemented in the next six months. Additionally, an SEO audit was recently completed, and ongoing work is being done to support ranking improvements.

New Site Desirables

The new site should:

- Be built using a relational database to allow ease of content integration across the site.
- Use a system of page templates to ensure optimal consistency throughout the user experience.
- Be easy to use for page editors (the college currently has 80+ contributors outside of the marketing team) and have an approval workflow.

Project Oversight

The project will be overseen by the college’s Director of Marketing and supported by an advisory task force comprising members of a range of departments. Final approvals will be the purview of the college’s president. The firm will be expected to present initial findings, recommendations, and concepts to the task force for feedback and refinement before presenting to the president for sign off. Additionally, quarterly project status reports will be required for distribution to the college community.

Timeline

From discovery to launch, the college anticipates a 16+ month process with discovery kick-off estimated to occur in early February 2023. Launch timing must take into consideration enrollment cycle related site traffic peaks and valleys. Low traffic periods tend to be June and December.

Budget

The project budget is not to exceed \$400,000 and should include fees for licensing, photography, copywriting, etc.

RESPONSE

The successful agency will provide a narrative that will discuss their background and how it is best suited to help DVC meet its goals. Please include relevant samples to document the agency's capabilities in addition to responses to the following questions and desired qualifications.

1. Provide company profile, length of time in business, core competencies, as well as a list of team members who will be assigned to the project, their roles, along with bios. Also describe the percentage of your staff that would be working on this project relative to your entire staff.
2. List five web sites your firm has produced that reflects your work and relevancy to this project. List the role your firm played in each project.
3. Please provide current reference information for five former or current clients.
4. DVC's target audiences are highly diverse (age, ethnicity, socioeconomic backgrounds, etc.). How will your agency approach this project accordingly?
5. Describe your research methodology and how it will encompass DVC's range of site users: prospective student segments (e.g., veterans, age 25+, international, etc.), parents, high school counselors, current students, employees, and community partners.
6. Describe project management processes and previous experience managing large website projects with multiple user profiles that has required broadscale stakeholder engagement in every phase of the project, kick-off to launch.
7. What activities will take place during the first 30 days of a contract to ensure smooth onboarding and a successful initial project launch?
8. We require regular calls to discuss the project's progress and updates, as well as presentations at key milestones. How will your agency service these engagements?
9. Budget: Provide an itemized proposed budget that includes all phases and deliverables for the project.

SELECTION PROCESS

To inform final vendor selection, candidates who demonstrate the following qualifications will be invited to present their approach to this project to a selection committee.

- Overall proposal suitability: Proposed solution(s) must meet the scope, requirements and needs outlined in this RFP, and be presented in a clear and organized manner.
- Organizational experience and previous work: Bidders will be evaluated on their experience as it pertains to the scope of this project and examples of their work, notably previous experience successfully implementing large website projects.
- Bidders must have a demonstrable ability to produce accessible websites.
- Value and cost: Bidders will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project.
- Technical expertise and experience: Bidders must provide descriptions and documentation of staff technical expertise and experience.

BACKGROUND

The Contra Costa Community College District (CCCCD) is the eighth largest Community College District in California.

There are three colleges: Diablo Valley College in Pleasant Hill, which has a center in San Ramon, Los Medanos College in Pittsburg, which has a new center in Brentwood and Contra Costa College in San Pablo. Our District was established on December 14, 1948, and is headquartered in Martinez, CA.

The Contra Costa Community College District offers students affordable access to quality higher education and provides students with many program options including A.A. degree, transfer credit to four-year colleges, vocational training and personal improvement opportunities.

Contra Costa College (CCC) has provided exemplary educational services to hundreds of thousands of residents from the greater West County area. The college has superior faculty and staff members and a learning environment that maximizes the potential of students. Technology is available throughout the institution and connects students to the world to ensure a relevant exchange of ideas. The college is proud of its diverse student body and commitment to individual student success. Excellent programs such as the Center for Science Excellence, The Advocate newspaper, the green Automotive Services program, the Nursing program, and the Culinary Arts program are known throughout the state and the nation. A model of excellence, CCC prides itself on being one of the finest community colleges in the country.

Diablo Valley College (DVC) has distinguished itself as one of the nation's most successful community colleges by offering incomparable transfer opportunities and exceptional career-technical programs and degrees to a diverse student body, while responding to an evolving need for robust adult basic skills and ESL programs. At both the Pleasant Hill and San Ramon locations, local and international students engage with high-quality instruction and support services designed for student learning and success. Faculty from DVC's various career-technical programs are in continuous dialog with our surrounding community to keep pace with emerging technologies and new skill requirements our students need to be successful in any job market. The college's unparalleled transfer programs prepare our students in large numbers to be successful in four-year colleges and universities all over the state and the country. DVC continuously ranks among the top transfer pathways to UC Berkeley.

Los Medanos College (LMC) provides excellent transfer and innovative career-technical opportunities in East Contra Costa County. A focus on student learning and success helps students build their abilities and competencies as lifelong learners, and provides critical educational preparation to help them to succeed in their career endeavors. Special opportunities include the only honors program certified as part of the UCLA Transfer Alliance, and learning communities supported by faculty and staff. With programs like Engineering, Nursing, Communication Studies, Child Development, Instrumentation Technology, Mathematics, and Process Technology, students receive the resources they need to excel in today's competitive workforce and at four-year colleges. LMC's main campus is located in Pittsburg, with a center in Brentwood.

District Office The headquarters of the Contra Costa Community College District is located at 500 Court Street in the George R. Gordon Education Center in downtown Martinez. Here, the District maintains its principal administrative offices, providing a variety of services to the individual colleges and centers. The key District Office Departments are: Finance, Purchasing, Police, Human Resources, Communications and Communication Relations, Educational Services and the Chancellor's Office. This is also the location of the college district's Governing Board and where the Board holds its public meetings.

EXHIBIT A

Insurance Requirements

Contra Costa Community College District requires the provision of insurance certification demonstrating the following coverage:

Provide certificates of insurance and original endorsements as follows:

General Liability Insurance with limits of liability of \$2 Million General Aggregate and \$1 Million each occurrence – combined single limit for bodily injury and property damage;

Automobile Liability Insurance on an occurrence basis covering owned, scheduled, hired, and non-owned automobiles used in behalf of the Service Provider with limit of liability for \$1 Million each accident;

Workers Compensation Insurance (if applicable) with liability limits of \$1 Million and other limits as required under California Law;

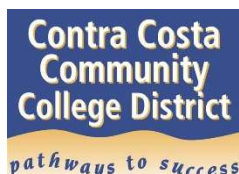
Errors & Omissions Insurance (if applicable) on an occurrence basis covering work done or to be done by or on behalf of the Service Provider in the amount of \$1 Million;
Any deductible under this policy of insurance required in this agreement shall be the Service Provider's liability.

Additional Insured 2nd Page Endorsement (verbiage): "The District, their officers, employees, representatives, volunteers, and agents shall be covered as additional insured"

If the District is damaged by the failure of Service Provider to provide and maintain the required insurance, the Service Provider shall pay the District for all such damages.

EXHIBIT B

Standard Agreement



CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 Court St, Martinez, CA 94553

PROFESSIONAL SERVICES AGREEMENT

Contract No. _____

THIS Agreement is made and entered into this _____ Day of _____ in the Year _____, by and between **CONTRA COSTA COMMUNITY COLLEGE DISTRICT** ("DISTRICT"), and _____, a California corporation with offices at _____ ("CONSULTANT") to provide consulting SERVICES for the project

1. SERVICES TO BE PROVIDED BY CONSULTANT:

Consultant is authorized by District pursuant to this Consultant Agreement effective as of the above date, to provide consultation and related professional SERVICES as follows:

SCOPE OF WORK

Consultant shall provide the District

Scope of Work is specifically described in detail at the District's Request for Proposal 4CD-XX dated xx/xx/xx and _____, by this reference shall be incorporated in this Agreement.

2. TERM:

Consultant shall commence providing SERVICES under this Agreement beginning on xx/xx/xx and shall diligently perform the SERVICES as required and complete performance by xx/xx/xx or modified as agreed by both parties in writing. The agreement will be subject to termination by either party upon thirty (30) days advance written notice of intention to terminate.

3. PAYMENTS:

CONSULTANT shall provide SERVICES as listed in this Agreement for a Not-To-Exceed amount of:

_____ Thousand, _____ + _____ Dollars and No Cents (\$00,000.00)

3.1 The District does not guarantee or imply a minimum or maximum of service(s) to be rendered.

3.2 CONSULTANT shall bill on a monthly cycle as \$XXXX per month or modified as agreed by both parties in writing. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing SERVICES for DISTRICT, except as approved by the DISTRICT. Payment shall be Net 30 days after approval of CONSULTANT's invoices.

4. INDEPENDENT CONTRACTOR:

The CONSULTANT, in the performance of this Agreement, shall be and shall act as an independent contractor. The CONSULTANT understands and agrees that he/she and all of his/her 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 to employees of the DISTRICT or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. The CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the SERVICES to be provided under this Agreement.

5. TAXES:
The CONSULTANT acknowledges and agrees that it is the sole responsibility of The CONSULTANT to report as income its compensation received from DISTRICT and to make the requisite tax filings and payments to the appropriate Federal, State or Local tax authority. No part of the CONSULTANT's compensation shall be subject to withholding by the DISTRICT for payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

6. MATERIALS:
The CONSULTANT shall furnish all labor, materials, equipment, supplies and other items necessary to complete the SERVICES to be provided pursuant to this Agreement, at CONSULTANT's expense except as approved by the District as reimbursable.

The CONSULTANT's SERVICES shall be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her professional discipline.

7. STANDARD OF CARE:
The CONSULTANT shall render SERVICES in accordance with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the PROJECT and at the time the SERVICES are to be performed. The CONSULTANT's standard of performance may not be altered, expanded or abridged by the application, interpretation or construction of any other provision of this Agreement. The CONSULTANT expressly disclaims all warranties, express, implied, or statutory regarding the SERVICES, including, without limitation, warranties of merchantability, fitness for a particular purpose, title and non infringement. Neither party shall be liable, under any circumstances, for any incidental, indirect, exemplary, special or consequential damages.

8. CONFIDENTIALITY & USE OF INFORMATION:
The CONSULTANT shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

The CONSULTANT shall advise the DISTRICT of any and all materials used, or recommended for use by CONSULTANT to achieve the project goals that are subject to any copyright restrictions or requirements. In the event the CONSULTANT shall fail to so advise DISTRICT and, as a result of the use of any programs or materials developed by CONSULTANT under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirements, or DISTRICT should be alleged to be in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify, defend and hold harmless, DISTRICT against any action or claim brought by the copyright holder.

9. AUDIT & INSPECTION OF RECORDS:
At any time during the normal business hours and as often as DISTRICT may deem necessary, CONSULTANT shall make available to DISTRICT for examination at DISTRICT's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and CONSULTANT shall permit the DISTRICT to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. WORKS FOR HIRE / COPYRIGHT / TRADEMARK / PATENT:
The CONSULTANT understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all rights, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. The CONSULTANT consents to use of CONSULTANT name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. TERMINATION:
DISTRICT may, at any time, with or without reason, terminate this Agreement and compensate CONSULTANT

only for SERVICES satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of SERVICES by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or not later than ten (10) calendar days after the day of mailing, whichever is sooner.

DISTRICT may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; (c) or if CONSULTANT is adjudged a bankrupt, and CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT of termination for cause shall contain the reasons for such intention to terminate, and unless within ten (10) calendar days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) calendar days cease and terminate. In the event of such termination, the DISTRICT may secure the required SERVICES from another consultant. If the cost to the DISTRICT of obtaining the SERVICES from another consultant exceeds the cost of providing the SERVICES pursuant to this Agreement, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT.

12. HOLD HARMLESS:

The CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, to the extent incurred by reason of:

Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the SERVICES called for in this Agreement, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

Any injury to or death of any person, including the DISTRICT or its officers, agents and employees, or damage to or loss of any property caused by any negligent act, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or connected with, the SERVICES covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents;

Any liability for damages, which may arise from the furnishing or use of any copyrighted or uncopied matter or patented or unpatented invention under this Agreement;

13. CERTIFICATE OF INSURANCE:

The CONSULTANT shall purchase and maintain such insurance as will provide protection against claims set forth below which may arise out of or result from the CONSULTANT's operations under the contract, whether such operations by the CONSULTANT or by any sub-consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under worker's compensation disability benefit and other similar employee benefit acts;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of the CONSULTANT's employees;
- c. claims for damages because of bodily injury, sick ness or disease, or death of any person other than the CONSULTANT's employees;
- d. claims for damages insured by usual personal injury liability coverage which are sustained, (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONSULTANT, or (2) by any other person for not less than \$1,000,000 for each accident; and
- e. claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from for not less than \$1,000,000.

Certificates of Insurance naming the DISTRICT as an Additional Insured shall be filed with the DISTRICT prior to commencement of the SERVICES. These certificates shall contain a provision that coverage afforded under

