

**Contract  
between the  
State of Washington  
State Board for Community & Technical Colleges  
and  
Modern Campus, Inc.**

This Contract is made and entered into by and between the Washington State Board for Community & Technical Colleges, hereinafter referred to as the "**AGENCY**", and the below named firm, hereinafter referred to as "**CONTRACTOR**."

**Modern Campus USA, Inc  
Corporation**

**Tax ID: 953767184**

**UBI:604-735-802**

**1320 Flynn Rd, Suite 100**

**Camarillo, CA 93012**

**Phone: 805-484-9400**

**[sales@moderncampus.com](mailto:sales@moderncampus.com)**

**PURPOSE**

The purpose of this contract is to the AGENCY to contract with the CONTRACTOR for Content Management Services (CMS); these services will be made available to all members of the Washington Institutions of Public Higher Education (WIPHE) purchasing consortium.

**SCOPE OF WORK**

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.

- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

*As included in the AGENCY'S Request for Proposals No. 2022-RFP-003, attached as Exhibit B; the CONTRACTOR'S License Terms and Conditions, attached as Exhibit C and the CONTRACTOR'S proposal dated August 22, 2022, attached as Exhibit D.*

#### **PERIOD OF PERFORMANCE**

The period of performance under this contract will be from December 2, 2022, or date of execution, whichever is later, through June 30, 2027.

#### **COMPENSATION**

CONTRACTOR'S compensation for services rendered shall be based on the attached *Exhibit D* titled "Pricing".

## **BILLING PROCEDURES AND PAYMENT**

AGENCY will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices (within 30 days of receipt), which shall be submitted to the Contract Manager.

The invoices shall describe and document, to the AGENCY'S satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract reference number SC 2022-23-144. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY shall have the option to terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract provided that the AGENCY had provided the CONTRACTOR with written notice of it non-compliance and the CONTRACTOR fails to comply within 30 days of receipt of that notice.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY. All license fees shall be paid in advance.

## CONTRACT MANAGEMENT

The Contract Manager for the AGENCY and the Contact Person for the CONTRACTOR shall be the respective contact person(s) for all communications and billings regarding the performance of this contract.

| CONTRACTOR Contact Person                                                                                                                                                                                                       | AGENCY Contract Manager Information                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Gregg Ward<br/> Modern Campus USA, Inc.<br/> 1320 Flynn Road, Suite 100<br/> Camarillo, CA 93012<br/> Phone: (805) 484-9400<br/> Fax: N/A<br/> Email: <a href="mailto:sales@moderncampus.com">sales@moderncampus.com</a></p> | <p>Abraham Rocha<br/> Washington State Board for Community &amp; Technical Colleges<br/> <br/> <i>Phone:</i> (509) 842-4341<br/> <i>Fax:</i> ( )<br/> <i>Email address:</i> <a href="mailto:arocha@sbctc.edu">arocha@sbctc.edu</a></p> |

## ACCESSIBILITY

CONTRACTOR remains committed to ensuring its products are accessible to users with disabilities. CONTRACTOR strives for WCAG 2.1 Level A/AA and Section 508 conformance. Regular testing (as is industry standard) is conducted to identify conformance issues, with processes in place for timely remediation of accessibility issues that are identified. More details on accessibility requirements are found in the RFP document Exhibit E.

## INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for non-owned automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit  
for bodily injury and property damage.

3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

CONTRACTOR shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

## **ASSURANCES**

AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

## **ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Exhibit A – General Terms and Conditions
4. Exhibit B – Request for Proposals No. 2022-RFP-003
5. Exhibit C – Contractor's License Terms and Conditions
6. Exhibit D – Contractor's Proposal dated August 22, 2022
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

## ENTIRE AGREEMENT

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

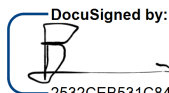
## CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## APPROVAL

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

### Modern Campus USA, Inc.

DocuSigned by:  


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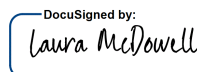
Signature  
CEO

12/15/2022

Title

Date

### Washington State Board for Community & Technical Colleges

DocuSigned by:  


24D1D9033BB1428...

Signature

Director of Communications 12/15/2022

Title

Date

**EXHIBIT A -  
GENERAL TERMS AND CONDITIONS**

**DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the (AGENCY TITLE) of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

**ACCESS TO DATA**

To the extent permitted under applicable laws and in so far as the CONTRACTOR is not in breach of contracts, in compliance with RCW 39.29.080, the CONTRACTOR shall provide access to the AGENCY data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models. in so far as this information is generated in the ordinary course of the CONTRACTOR'S business.

**ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

**AMENDMENTS**

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**ASSIGNMENT**

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by either party without prior written consent of the other party, provided that such consent shall not be unreasonably withheld and except that either party may assign this Agreement with all of its obligations and rights to an Affiliate or to an entity which acquires all or substantially all of the assets and business of the Party by merger, sale of assets, sale of stock, operation of law or otherwise..

**ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

**CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

**CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, , films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

**EXHIBIT A****GENERAL TERMS AND CONDITIONS - GEN**

Notwithstanding the above, the CONTRACTOR retains and reserves all intellectual property rights to the Software, any modifications to the Software made as a result of this Contract and any Material relating to the Software. The parties hereby agrees that the CONTRACTOR shall only grant the AGENCY the right to the use of the Software and all intellectual property as per the grant of license defined in the License Terms and Conditions between the parties ("Exhibit C").

**COVENANT AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

**DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred on its own volition and not at the direction of the AGENCY by its own organization or that of its Subcontractors.

**DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the CONTRACTOR'S name, address, and contract number; and
- Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.

2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.

3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.

4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

**DUPLICATE PAYMENT**

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

**GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from **and** against all claims for injuries or death arising out of or resulting from the CONTRACTOR's acts, omissions or negligence in the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall be reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

**INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

**INDUSTRIAL INSURANCE COVERAGE**

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance (also referred to as "worker's compensation" coverage). If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

**LICENSING, ACCREDITATION AND REGISTRATION**

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

**LIMITATION OF AUTHORITY**

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

**NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or

**EXHIBIT A****GENERAL TERMS AND CONDITIONS - GEN**

terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**NONDISCRIMINATION**

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

**PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

**PUBLICITY**

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

**RECORDS MAINTENANCE**

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times, and at the sole expense of the AGENCY, to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**REGISTRATION WITH DEPARTMENT OF REVENUE**

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

**RIGHT OF INSPECTION**

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, and at the sole expense of the AGENCY, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

**EXHIBIT A****GENERAL TERMS AND CONDITIONS - GEN****SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract, without a notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions. In the event of termination as a result of withdrawal, reduction or limitation of funding, the parties agree that there shall be no refund, in whole or in part, of the Fees paid.

**SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**SITE SECURITY**

While on AGENCY premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**SUBCONTRACTING**

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

**TAXES**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

**TERMINATION FOR CAUSE**

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in the manner prescribed in this Agreement, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract.

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**TERMINATION PROCEDURES**

**EXHIBIT A****GENERAL TERMS AND CONDITIONS - GEN**

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Unless expressly prohibited under this Agreement or the License Terms and Conditions ("Exhibit C"), assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

**TREATMENT OF ASSETS**

- A. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all real and/or tangible property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR has been paid in full, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR provided that there is no express prohibition under this Agreement. Title to other real and/or tangible property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- B. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY in its possession, that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed or damaged while in the possession of the CONTRACTOR, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

**U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL**

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SDN file and compare it to agency and statewide vendor files. In the event of a positive match, the agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

**WAIVER**

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

# **EXHIBIT B**

## **Request for Proposals**

**Issued by:**

**The Washington State Board for  
Community and Technical Colleges**

**Request for Proposal Number**

**SBCTC 2022-RFP-003**

**For**

**Content Management Services**

**Released on July 26, 2022**

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## SECTION 1

### 1 INTRODUCTION

#### 1.1 Background

The Washington State Community and Technical College system is comprised of 34 colleges. The colleges operate under the general direction of the State Board for Community and Technical Colleges (SBCTC), and the direction of Boards of Trustees of 30 college districts. The colleges are geographically disbursed throughout the state, varying in size, and serving from 4,500 to 35,000 students each. The system enrolls approximately 183,000 FTEs annually with a mix of academic, vocational, and basic skills instructional programs.

(Additional information about Washington's Community and Technical Colleges can be found on the web at <http://www.sbctc.ctc.edu>.)

#### 1.2 Purpose

SBCTC, on behalf of the Washington State Community and Technical Colleges, is seeking contracts with multiple Vendors for Content Management Services (CMS). Resulting Contracts will be made available to all members of the Washington Institutions of Public Higher Education (WIPHE) purchasing consortium.

#### 1.3 Contract Term

It is anticipated that the term of the resulting Contract will be for five (5) years, with extension options consisting of multiple years based on one (1) or two (2) year renewal terms. Additional extension options may be discussed during Contract negotiations with the Apparent Successful Vendors.

#### 1.4 Definitions

**"Apparent Successful Vendor"** (ASV) shall mean the Vendors who: (1) meet all the requirements of this RFP, **and** (2) are selected for contract award based on the process and scoring criteria set forth in this RFP.

**"Authorized Purchaser"** shall mean all members of the Washington Institutions of Public Higher Education (WIPHE) consortium and all institutions participating in this RFP.

**"Business Days" or "Business Hours"** shall mean Monday through Friday, 8 AM to 5 PM, local time in Olympia, Washington, excluding Washington State holidays.

**"Mandatory" or "(M)"** shall mean the Vendor must comply with the requirement, the Vendor must provide an affirmative indication within its Response that the Vendor has read, understands, and intends to comply with the requirement, and the Response will be evaluated on a pass/fail basis.

**"Mandatory Scored" or "(MS)"** shall mean the Vendor must comply with the requirement, and the Response will be scored.

**"Purchaser"** shall mean the SBCTC, Washington's Community and Technical Colleges, and the Four-year public higher education institutions of the state of Washington.

**"RCW"** means the Revised Code of Washington.

**“Response”** shall mean the written proposal submitted by Vendor to SBCTC in accordance with this RFP. The Response shall include all written material submitted by Vendor as of the date set forth in the RFP schedule or as further requested by SBCTC.

**“Services”** shall mean those Services provided by Vendor relating to the solicitation, deployment, development and/or implementation activities that are appropriate to the scope of this solicitation.

**“Software”** shall mean the object code version of computer programs Licensed pursuant to the Contract. Software also means the source code version, where provided by Vendor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the Equipment that is necessary for the proper operation of the Equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

**“State”** shall mean the state of Washington.

**“Subcontractor”** shall mean one not in the employment of Vendor, who is performing all or part of the Services under the resulting Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

**“Vendor”** shall mean a company, organization, or entity submitting a Response to this RFP.

## **1.5 Multiple Award**

Multiple Apparent Successful Vendors (ASVs) will be identified via this procurement. SBCTC intends to award more than one (1) Contract. The Contracts will be made available to all Authorized Purchasers.

## **1.6 Overview of Solicitation Process**

The SBCTC will select the ASVs based on the scoring criteria set forth in Section 6.

## SECTION 2

### 2 SCHEDULE

This RFP is being issued under the following Schedule. The Response deadlines are mandatory and non-negotiable. Failure to meet any of the required deadlines may result in disqualification from participation. Unless otherwise indicated, all required deadlines are 4:00 p.m. All times are local time, Olympia, WA.

| EVENT                                                                 | DATE & TIME         |
|-----------------------------------------------------------------------|---------------------|
| RFP issued                                                            | July 26, 2022       |
| Optional Letter of Intent Due                                         | August 4, 2022      |
| Vendor Pre-Proposal Teleconference                                    | August 4, 2022      |
| Response to Pre-Proposal Conference Questions Posted                  | August 8, 2022      |
| Final Vendor questions, comments, and complaints due                  | August 15, 2022     |
| Written responses to final Vendor questions, comments, and complaints | August 17, 2022     |
| Vendor Responses and Client References due                            | August 22, 2022     |
| Evaluation of Responses                                               | August 23-26, 2022  |
| Notification of Apparent Successful Vendor                            | August 30, 2022     |
| Vendor requests for debriefing due (Optional)                         | September 2, 2022   |
| Optional Vendor debriefings                                           | September 5-6, 2022 |
| Contract Approval & Signature                                         | TBD                 |

**SBCTC reserves the right to revise the above schedule.**

## SECTION 3

### 3 ADMINISTRATIVE REQUIREMENTS

#### 3.1 RFP Coordinator (Proper Communication)

Upon release of this RFP, all Vendor communications concerning this solicitation must be directed to the RFP Coordinator listed below. With the exception of the Backup RFP Coordinator and the *Office of Minority and Women's Business Enterprises (OMWBE)*, unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications are unofficial and non-binding on the State. Vendors should rely only on written statements issued by the RFP Coordinator. The RFP Coordinator may also designate, in writing, a backup RFP Coordinator/Point of Contact.

**RFP Coordinator**

Abraham L. Rocha  
Contracts & Procurement Officer  
SBCTC  
1300 Quince St. SE  
Olympia, WA 98504-2495

Telephone: (509) 842-4341

E-mail: [arocha@sbctc.edu](mailto:arocha@sbctc.edu)

#### 3.2 Optional Letter of Intent

A letter indicating the Vendor's intent to respond to this RFP should be received by the RFP Coordinator at the address specified in Section 3.1 *RFP Coordinator*, no later than the date and time listed in Section 2, *Schedule*. The Vendor may submit the Letter of Intent by U.S. mail, facsimile, or e-mail. Vendors submitting a letter of intent will directly receive amendments and other information regarding this RFP.

Each Vendor must include the following information in the Letter of Intent:

- a) Vendor name;
- b) Statement that the Vendor intends to propose;
- c) Vendor's authorized representative for this RFP, who will be available as the primary contact throughout the RFP process, and contact information as follows:

Name and title of authorized representative

Address

Telephone (office and mobile) numbers

E-mail address

#### 3.3 Vendor Questions

Vendor questions regarding this RFP will be allowed until the date and time specified in the *Schedule* (Section 2). Vendor questions must be submitted in writing (e-mail acceptable) to the RFP Coordinator. An official written response will be provided for Vendor questions received by this deadline. To ensure that all prospective bidders have access to the information, written responses to Vendor questions will be posted on the WEBS site where the RFP is posted.

The Vendor that submitted the questions will not be identified. Verbal responses to questions will be considered unofficial and non-binding. Only written responses posted will be considered official and binding.

### 3.4 Vendor Comments Invited

Vendors are encouraged to review the mandatory requirements of this RFP carefully, and submit any comments and recommendations to the RFP Coordinator. Where mandatory requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the RFP Coordinator by the deadline for Vendor Questions, Comments, and Complaints in the *Schedule* (Section 2).

### 3.5 Vendor Complaints Regarding Requirements and Specifications

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP requirements early in the RFP process. Vendors may submit specific complaints to the RFP Coordinator, if Vendor believes the RFP unduly constrains competition or contains inadequate or improper criteria. The complaint must be made in writing to the RFP Coordinator before the Response due date set forth in the *Schedule* (Section 2). The solicitation process may continue.

These complaints are **not** handled through protest procedures outlined in Appendix D, *Protest Procedures*; however, the RFP Coordinator will review the substance of the complaint. Should a Vendor complaint identify a change that would be in the best interest of the State to make, SBCTC may modify this RFP accordingly. The SBCTC decision is final; no further administrative appeal is available.

### 3.6 (M) Response Contents

The Response must contain information responding to all mandatory requirements in the RFP, contact information for client references, and must include the signature of an authorized Vendor representative on all documents required in the appendices.

The Response should be submitted in two (2) Volumes containing what is listed below. Failure to provide any requested information in the prescribed format may result in disqualification of the Vendor.

**Volume 1:** Response to Sections 3 & 4 Administrative Requirements and Vendor Requirements

**Volume 2:** Response to Section 5 Functional Requirements and Financial Quote

### 3.7 Number of Response Copies Required

1 Electronic Copy of Response Volume 1

1 Electronic Copy of Response Volume 2

1 Electronic copy of manuals, brochures, or other materials, if you wish to submit those items as part of your response. Include any demonstration video, demo web site, etc.

**Responses shall be submitted via email.** Vendor assumes all responsibility for failure to provide a complete response to the RFP – the entire response must be delivered before the deadline – incomplete responses may be disqualified. Partial delivery of a response before the deadline does not satisfy the timeliness requirement.

### 3.8 Response Presentation and Format Requirements

Not all of the following requirements are mandatory in responding to this RFP – HOWEVER, in order to assist in the scoring of responses and to receive the highest number of points for its Response, Vendors are encouraged to comply with the requirements as stated. Specific Mandatory items are indicated with an (M).

- 3.8.1 The signature block in Appendix A, *Certifications and Assurances*, must be signed by a representative authorized to bind the company to the offer (email Responses **must** include a properly signed Certifications and Assurances)
- 3.8.2 Vendor must respond to each question/requirement contained in Sections 3 through 6 of this RFP. Failure to substantially comply with any applicable item may result in the Response being disqualified. ***Please answer each question that requires a response – it is very helpful to restate the text of a question or requirement so that you do not miss answering anything. Also, please remember to indicate which section, question or requirement of the RFP you are responding to with each response (including the section number is helpful).***
- 3.8.3 (M) Each of the RFP requirements are numbered and titled. In each requirement title is a designation indicating how the Response will be evaluated:
  - a) For Mandatory requirements (**(M)**), the Response must always indicate explicitly whether or not the Vendor's proposed Services meet the requirement. A statement, "(Vendor Name) has read, understands, and fully complies with this requirement" is acceptable, if true, along with any additional information requested. For some items, Vendor will need to show how the Mandatory requirement is met.
  - b) For Mandatory Scored (**(MS)**) items, the Response must always indicate explicitly whether or not the Vendor's proposed Products/Services meet the requirement, and describe how the proposed Vendor's Products/Services will accomplish each requirement as it relates to the service(s) proposed.
- 3.8.4 Include Vendor name and the name, address, e-mail, facsimile and telephone numbers of the Vendor's authorized representative at the beginning of each volume of the Response.
- 3.8.5 Figures and tables must be numbered and referenced in the text of the Response by that number. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible.
- 3.8.6 (M) The Response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.

### 3.9 (M) Delivery of Responses

It is mandatory that Vendors submit all copies of their Responses by the date and time in Section 2, *Schedule*, to the RFP Coordinator at the address specified in *RFP Coordinator* (Section 3.1).

Responses must be received at SBCTC by the date and time specified in Section 2, *Schedule*. Time is of the essence. Responses arriving after the deadline will be returned unopened to their senders. A postmark by that time is not acceptable. **Responses sent by facsimile will not be accepted.**

**All Responses must be submitted via email;** a complete response must be received by the date and time specified in Section 2 *Schedule* in order for the Vendor's response to be deemed to have arrived in a timely manner. The timestamp assigned by the SBCTC email system will be the official time a response is received. Please note that an email submission may encounter delivery problems as materials, attachments, or the email itself may not pass through the SBCTC firewall. In that case, it is the Vendor's responsibility to ensure that SBCTC has received all materials. **Vendors assume all responsibility for the method of delivery and for any delay in the delivery of their Response.** Vendors are encouraged to send electronic responses well in advance of the deadline and to confirm that a complete response was received by SBCTC prior to the deadline.

### 3.10 Cost of Response Preparation

SBCTC will not reimburse Vendors for any costs associated with preparing or presenting a Response to this RFP.

### 3.11 Response Property of SBCTC

All materials submitted in response to this solicitation become the property of SBCTC, unless received after the deadline in which case the Response is returned to the sender.

### 3.12 Proprietary or Confidential Information

**To the greatest extent practicable, please refrain from including any information you wish to keep from public disclosure out of your response.** Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored; in those cases, SBCTC will treat the response as if none of it was marked as proprietary or confidential. **SBCTC will not honor proprietary or confidential designations or markings on pricing.**

To the extent consistent with chapter 42.56 RCW, the Public Disclosure Act, SBCTC shall maintain the confidentiality of Vendor's information marked confidential or proprietary, **HOWEVER, such designation does not necessarily protect it from public records requests.** If a request is made to view Vendor's proprietary information, SBCTC will notify Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, SBCTC will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Vendor of any request(s) for disclosure for so long as SBCTC retains Vendor's information in our records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure.

### 3.13 Waive Minor Administrative Irregularities

SBCTC reserves the right to waive minor administrative irregularities contained in any Response. Additionally, SBCTC reserves the right, at its sole option, to make corrections to Vendors' Responses when an obvious arithmetical error has been made in the price quotation. Vendors will not be allowed to make changes to their quoted price after the Response submission deadline.

### 3.14 Errors in Response

Vendors are liable for all errors or omissions contained in their Responses. Vendors will not be allowed to alter Response documents after the deadline for Response submission. SBCTC is not liable for any errors in Responses. SBCTC reserves the right to contact Vendor for clarification of Response contents.

In those cases where it is unclear to what extent a requirement or price has been addressed, the evaluation team may, at their discretion and acting through the RFP Coordinator, contact a Vendor to clarify specific points in the submitted Response. However, under no circumstances will the responding Vendor be allowed to make changes to the proposed items after the deadline stated for receipt of Responses.

### 3.15 Amendments/Addenda

SBCTC reserves the right to change the *Schedule* or other portions of this RFP at any time. SBCTC may correct errors in the solicitation document identified by SBCTC or a Vendor. Any changes or corrections will be by one or more written amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the RFP Coordinator. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling. In the event that it is necessary to revise or correct any portion of the RFP, a notice will be posted on the WEBS procurement web site and emailed to the designated contact for each Vendor.

### 3.16 Right to Cancel

With respect to all or part of this RFP, SBCTC reserves the right to cancel or reissue at any time without obligation or liability.

### 3.17 (M) Contract Requirements

A proposed Contract has been included as Appendix B.

To be responsive, **Vendors must indicate a willingness to enter into a Contract substantially the same as the Contract in Appendix B**, by signing the *Certifications and Assurances* located in Appendix A. Any specific areas of dispute with the attached terms and conditions must be identified in the Response and may, at the sole discretion of SBCTC, be grounds for disqualification from further consideration in the award of a Contract.

Under no circumstances is a Vendor to submit their own standard contract terms and conditions as a response to this solicitation. Instead, Vendor must review and identify the language in Appendix B that Vendor finds problematic, state the issue, and propose the language or contract modification Vendor is requesting. All of Vendor's exceptions to the contract terms and conditions in Appendix B must be submitted within the Response, attached to Appendix A, *Certification and Assurances*. Please note that the Certifications and Assurances Form (Exhibit A) must be signed and dated in ink by a person legally authorized to bind the Vendor to a contractual relationship. **SBCTC will not accept changes to the Certifications and Assurances Form.** SBCTC expects the final Contract signed by the ASV to be substantially the same as the contract located in Appendix B.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

The ASV will be expected to execute the Contract within seven (7) Business Days of its receipt of the final Contract. If the selected Vendor fails to sign the Contract within the allotted seven (7) days time frame, SBCTC may elect to cancel the award, and award the Contract to the next ranked Vendor, or cancel or reissue this solicitation (see Subsection 3.16, *Right to Cancel*). Vendor's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

### 3.18 (M) Incorporation of Documents into Contract

This solicitation document and the Response will be incorporated into any resulting Contract.

### **3.19 Best and Final Offer**

SBCTC reserves the right to make an award without further discussion of the Response submitted; *i.e.*, there may not be a best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Vendor intends to offer.

### **3.20 No Costs or Charges**

No costs or charges under the proposed Contract may be incurred before the Contract is fully executed.

### **3.21 Office of Minority and Women's Business Enterprises**

SBCTC strongly encourages participation of minority and women businesses. Vendors who are OMWBE certified or intend on using OMWBE certified Subcontractors are encouraged to identify the participating firm on Appendix C. No minimum level of OMWBE participation is required as a condition of receiving an award and no preference will be included in the evaluation of Responses in accordance with chapter 39 RCW. For questions regarding the above, contact OMWBE at (360) 753-9693.

### **3.22 No Obligation to Contract/Buy**

SBCTC reserves the right to refrain from Contracting with any and all Vendors. Neither the release of this solicitation document nor the execution of a resulting Contract obligates SBCTC or any other authorized purchasers to make any purchases.

### **3.23 Non-Endorsement and Publicity**

In selecting a Vendor to supply Services to the state of Washington, the State is neither endorsing Vendor's Services, nor suggesting that they are the best or only solution to the State's needs. By submitting a Response, Vendor agrees to make no reference to SBCTC or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of SBCTC.

### **3.24 Withdrawal of Response**

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time (identified on the *Schedule*, Section 2). To accomplish response withdrawal, a written request signed by an authorized representative of Vendor must be submitted to the RFP Coordinator. After withdrawing a previously submitted Response, Vendor may submit another Response at any time up to the Response submission deadline.

### **3.25 Optional Vendor Debriefing**

Only Vendors who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference must occur on or before the date specified in the *Schedule* (Section 2). The request must be in writing (fax or e-mail acceptable) addressed to the RFP Coordinator.

The optional debriefing will not include any comparison between the Response and any other Responses submitted. However, SBCTC will discuss the factors considered in the evaluation of the Response and address questions and concerns about Vendor's performance with regard to the solicitation requirements.

### **3.26 Protest Procedures**

Vendors who have submitted a timely Response to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Vendor is allowed five (5) Business Days to file a formal protest of the solicitation with the RFP Coordinator. Further information regarding the grounds for, filing and resolution of protests is contained in Appendix D, *Protest Procedures*.

### **3.27 Selection of Apparent Successful Vendor**

All Vendors responding to this solicitation will be notified by mail or e-mail when SBCTC has determined the ASV. The ASV will be the respondent who: (1) meets all the requirements of this RFP; and (2) receives the highest number of total points as described in Section 6. The date of announcement of the ASV will be the date the announcement letter is postmarked, or if emailed the date the e-mail is sent.

### **3.28 Electronic Availability**

The contents of this RFP and any amendments/addenda and written answers to questions will be available on the WEBS site at <https://fortress.wa.gov/ga/webs/>.

If you need technical assistance please contact WEBS Customer Service via email at [webcustomerservice@des.wa.gov](mailto:webcustomerservice@des.wa.gov) or by phone at (360) 902-7400.

For more information:

<http://des.wa.gov/services/ContractingPurchasing/Business/Pages/default.aspx>. This is a common vendor registration and bid notification system for all Washington State agencies and higher education institutions.

## SECTION 4

### 4 VENDOR REQUIREMENTS

Respond to the following requirements per the instructions in section 3.

#### 4.1 (M) Letter of Submittal (Executive Summary)

Vendors must submit an Executive Summary prepared and signed on Vendor's official business letterhead. Cost information must not be included in the transmittal letter. The Executive Summary must be included as the first page of Part 1 of Volume 1. Signing the Executive Summary indicates that the Vendor accepts the terms and conditions of this RFP. Please note that the Letter of Submittal must be signed and dated in ink by a person legally authorized to bind the Vendor to a contractual relationship.

Vendor's Executive Summary must include the following information:

- 4.1.1 Vendor must provide the name, legal status (e.g., corporation, sole proprietor, etc.), Federal Tax I.D. number, Washington UBI number (Unified Business Identifier number), address, telephone number, facsimile, and email address of the legal entity or individual with whom SBCTC may execute a contract arising from this RFP.
- 4.1.2 Contact representative's name and contact information.
- 4.1.3 An organizational chart and a listing of key Vendor personnel who have signature authority to bind their organization to a contract.
- 4.1.4 A brief description of the company, including the Vendor organization's experience and history with services similar to those being procured under this RFP.
- 4.1.5 A detailed list of all materials and enclosures included in your Response.
- 4.1.6 Identify the page numbers on the Response that are marked "Proprietary or Confidential" Information.
- 4.1.7 A statement substantiating that the person who signs the Executive Summary is authorized to contractually bind the Vendor's organization.
- 4.1.8 The Vendor's guarantee that its Response, as submitted, will remain in full force and effect for 120 days or 180 days if a protest to the RFP is filed, whichever is later.
- 4.1.9 Any statements you wish to convey to the RFP Coordinator.

#### 4.2 (M) Vendor Profile

Vendor must provide the legal business name, legal status (e.g., corporation, sole proprietor, etc.) and the year the entity was organized to do business as the entity now substantially exists, Washington State Uniform Business Identification (UBI) number, the home office address, and telephone and fax numbers, web site URL (if any), and organizational chart of the legal entity with whom SBCTC may execute any Contract arising from this RFP, including the names and titles of Vendor's principal officers. Also include the following:

- a) Parent company, if applicable
- b) Structure of the organization that performs services identified in this RFP and any other services that are directly related to the support of the services identified in this RFP;

- c) The total number of years in business;
- d) The number of years performing services identified in 4.2 b (above);

#### **4.3 (M) Vendor Organizational Capabilities**

Vendor must provide a brief description of its entity (including business locations, size, areas of specialization and expertise, client base and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the entity), including the Vendor organization's experience and history with Services within the scope of this RFP.

#### **4.4 Vendor Account Manager**

Vendor shall appoint an Account Manager who will provide oversight of Vendor contract activities. Vendor's Account Manager will be the principal point of contact concerning Vendor's performance under this Contract. Vendor shall notify the SBCTC Contracts & Procurement Officer, in writing, when there is a new Vendor Account Manager assigned to this Contract. The Vendor Account Manager information is:

Vendor Account Manager:

Address:

Phone (office and mobile):

Fax:

E-mail:

#### **4.5 (M) Client References**

Vendor must provide a list of three (3) of its commercial, higher education, and/or government clients, who will serve as references, directly to the RFP Coordinator by the deadline set forth in the *Schedule* (Section 2). Vendor must select clients who will respond in a timely manner to the RFP Coordinator's telephone query with objective information concerning the Products/Services they have purchased. Vendors are requested to notify references in advance that they **may** be contacted.

The Services purchased by these clients must be similar to those requested by this RFP. To that end, we are requesting references from clients who have used your product or service.

References must not be from a person, company or organization with any special interest, financial or otherwise, in the Vendor.

Vendor must provide all the names of its references and their contact information in the Response. SBCTC may contact Vendor's client references directly.

SBCTC reserves the right to eliminate from further consideration in the RFP process any Vendor who, in the opinion of SBCTC, receives an unfavorable report from a client. SBCTC may, at its discretion, contact other Vendor clients for references.

#### **4.6 (M) Vendor Licensed to do Business in Washington**

Within thirty (30) days of being identified as the ASV, Vendor must be licensed to conduct business in Washington, including registering with the Washington State Department of Revenue. The Vendor must collect and report all applicable taxes.

#### **4.7 (M) Use of Subcontractors**

SBCTC will accept Responses that include third party involvement only if the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors.

Vendors must state whether Subcontractors are/are not being used, and if they are being used, Vendor must list them in response to this subsection. SBCTC reserves the right to approve or reject any and all Subcontractors that Vendor proposes. Any Subcontractors engaged after award of the Contract must be pre-approved, in writing, by SBCTC.

If Subcontracts will be used for the resultant Contract for this RFP, the Vendor must provide the following for each Subcontractor in addition to the requirements in Section 5:

- Subcontractor(s) name;
- Subcontractor Representative;
- Address;
- Phone number (office and mobile);
- E-mail; and
- Fax number
- OMWBE status.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Vendors should familiarize themselves with the requirements prior to submitting a Response.

#### **4.8 (M) Prior Contract Performance**

Vendor must submit full details of all Terminations for Default for performance similar to the Services requested by this RFP experienced by the Vendor in the past five (5) years, including the other party's name, address and telephone number.

"Termination for Default" is defined as notice to Vendor to stop performance due to the Vendor's non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in default.

Vendor must describe the deficiencies in performance, and describe whether and how the deficiencies were remedied. Vendor must present any other information pertinent to its position on the matter.

SBCTC will evaluate the information and may, at its sole discretion, reject the Response if the information indicates that completion of a Contract resulting from this RFP may be jeopardized by selection of the Vendor.

**If the Vendor has experienced no such Terminations for Default in the past five years, so declare.**

#### **4.9 (M) Insurance**

The ASV is required to obtain insurance to protect the State should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Vendor or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. Vendors will find a complete description of the specific insurance requirements in the proposed contract terms in Appendix B, Proposed Contract.

## **SECTION 5**

### **5 Functional Requirements**

Respond to the requirements listed in Appendix F (attached) per the instructions in section 3.

When responding to the requirements in Appendix F, please refer to the requirement number in your response so that we can match up your answers with the requirements that you attempt to associate the answers with.

## SECTION 6

### 6 EVALUATION PROCESS

#### 6.1 Overview

The five (5) Vendors who meet all of the RFP requirements and receive a score in the top five (5) highest number of total points as described below in Section 6.8, *Vendor Total Score*, will be declared ASVs and enter into contract negotiations with SBCTC. **NOTE: If SBCTC receives fewer than five (5) responses which we deem to provide the services at the level that we are looking for, then SBCTC reserves the right to name fewer than five (5) Apparent Successful Vendors, regardless of the number of responses received. SBCTC has the sole discretion as to the determination of when a responding Vendor does or does not provide the services at the level we are looking for.**

#### 6.2 Administrative Screening

Responses will be reviewed initially by the RFP Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in Section 3, *Administrative Requirements*. Evaluation teams will only evaluate Responses meeting all administrative requirements.

#### 6.3 Mandatory Requirements

Responses meeting all of the administrative requirements will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements. Only Responses meeting all Mandatory requirements will be further evaluated. Providing pricing information to SBCTC is always a Mandatory requirement.

The State reserves the right to determine at its sole discretion whether Vendor's response to a Mandatory requirement is sufficient to pass. If, however, all responding Vendors fail to meet any single Mandatory item, SBCTC reserves the following options: (1) cancel the procurement, or (2) revise or delete the Mandatory item.

#### 6.4 Qualitative Review and Scoring

Only Responses that pass the administrative screening and Mandatory requirements review will be evaluated and scored based on responses to the scored requirements in the RFP. Responses receiving a "0" on any Mandatory Scored (MS) element(s) may be disqualified.

Each scored element in Section 5 of the Response will be given a score by each team evaluator. Then, the scores will be totaled and a score for each Vendor will be calculated as set forth below. This will be used in the calculation of Vendor's total score.

Evaluation points will be assigned based on the effectiveness of the Response to each requirement. A scale of zero to five will be used, defined as follows:

|     |                |                                                                                                            |
|-----|----------------|------------------------------------------------------------------------------------------------------------|
| 0-1 | Unsatisfactory | Capability is non-responsive or wholly inadequate.                                                         |
| 2   | Below Average  | Capability is substandard to that which is average or expected as the norm.                                |
| 3   | Average        | The baseline score for each item, with adjustments based on the evaluation team's reading of the Response. |
| 4   | Above Average  | Capability is better than that which is average or expected as the norm.                                   |
| 5   | Exceptional    | Capability is clearly superior to that which is average or expected as the norm.                           |

## 6.5 Price Scoring

Vendors must submit a cost proposal that includes all costs for the services you provide.

The evaluation process is designed to award this procurement not necessarily to the vendors of least cost, but rather to the vendors whose proposed services best meet the requirements of this RFP, while providing the best value. Vendors are encouraged to submit proposals which are consistent with state government efforts to conserve state resources. Also, because price is scored, it will be a factor in this competitive process.

SBCTC would like to have a rate card for services. Because resulting contracts will be available for use by any of the WIPHE members, SBCTC requires that individual colleges can purchase services separately. This will be important, as the participating institutions will need to have the option to create their own separate statements of work based on the contracts resulting from this RFP.

### 6.5.1 Identification of Costs

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The vendor is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to deliver and maintain the proposed solution for the initial term of the contract.

Vendors are required to collect and pay Washington state sales and use taxes, if applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

## 6.6 Client Reference Evaluation

Client References will be reviewed and compared against each Vendor response. *While Client references have no independent score of their own, they will be taken into consideration when reading Vendor responses.*

## 6.7 Allocation of Points

The following weighting and points will be assigned to the proposal for evaluation purposes:

|                                                       |                        |
|-------------------------------------------------------|------------------------|
| <u>Scored Items</u>                                   | <u>Points Possible</u> |
| (MS) Functional Requirements (Section 5 / Appendix F) | 700 Points             |
| (MS) Price (6.5)                                      | 100 points             |
| <b>TOTAL</b>                                          | <b>500 points</b>      |

## 6.8 Vendor Total Score

Vendors will be ranked using the Vendor's Total Score for its Response, with the highest score ranked first and the next highest score ranked second, and so forth.

## 6.9 Selection of Apparent Successful Vendor

The Vendor with the highest Vendor total score will be declared the Apparent Successful Vendor (ASV). SBCTC will enter into contract negotiations with the ASV. Should contract negotiations fail to be completed within ten (10) days after initiation, SBCTC may immediately cease contract negotiations and declare the Vendor with the second highest score as the new ASV and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Vendors remain. *Note: this Section (6.9) is to be distinguished from Section 3.18 "Contract Requirements". Section 3.18 refers to the Vendor's obligation to sign a final Contract within seven (7) business days of receipt from SBCTC. Section 6.9's time limitation refers to the contract negotiations that are intended to result in a final Contract. If no final Contract is reached in ten (10) days per Section 6.9, then the process for proceeding to the next Vendor for negotiations is followed. The time requirement stated in Section 3.18 does not begin until a final negotiated contract exists.*

## APPENDIX A

### CERTIFICATIONS AND ASSURANCES

Issued by the State of Washington

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.

The attached Response is a firm offer for a period of *120* days following the Response Due Date specified in the RFP, and it may be accepted by SBCTC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the *120*-day period. In the case of protest, your Response will remain valid for *180* days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Appendix B, or substantially similar terms, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Appendix B of this solicitation.

We (circle one) **are** / **are not** submitting proposed Contract exceptions.

---

Vendor Signature

---

Vendor Company Name

---

Title

---

Date

## **APPENDIX B**

### **PROPOSED CONTRACT**

Terms and Conditions  
For

Content Management Services

To be posted separately on the WEBS site

**APPENDIX C**  
**OMWBE Participation Form**

**Minority and Women's Business Enterprises (OMWBE)**  
**Participation Form**

OMWBE participation is defined as: Certified MBEs and WBEs bidding as prime contractor, or prime contractor firms subcontracting with certified OMWBEs. For questions regarding the above, contact Office of OMWBE, (360) 753-9693.

| MBE FIRM NAME | *MBE CERTIFICATION NO. | PARTICIPATION % |
|---------------|------------------------|-----------------|
|               |                        |                 |
|               |                        |                 |

| WBE FIRM NAME | *WBE CERTIFICATION NO. | PARTICIPATION % |
|---------------|------------------------|-----------------|
|               |                        |                 |
|               |                        |                 |

\*Certification number issued by the Washington State Office of Minority and Women's Business Enterprises.

Name of Vendor completing this Certification: \_\_\_\_\_

## **APPENDIX D**

### **PROTEST PROCEDURES**

#### **A. Procedure**

This protest procedure is available to Vendors who submitted a Response to this solicitation and have received a debriefing conference. Protests are made to SBCTC after SBCTC has announced the ASV. Vendor protests shall be received, in writing, by SBCTC within five (5) Business Days after the Vendor debriefing conference.

#### **B. Grounds for protest are:**

1. Arithmetic errors were made in computing the score;
2. The agency failed to follow procedures established in the solicitation document or applicable state or federal laws or regulations; or
3. There was bias, discrimination or conflict of interest on the part of an evaluator.

Protests not based on these criteria will not be considered.

#### **C. Format and Content**

Vendors making a protest shall include in their written protest to SBCTC all facts and arguments upon which the Vendor relies. Vendors shall, at a minimum, provide:

1. Information about the protesting Vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest;
2. Information about the acquisition; issuing agency, acquisition method;
3. Specific and complete statement of the agency action(s) being protested;
4. Specific reference to the grounds for the protest; and
5. Description of the relief or corrective action requested.

#### **D. Review Process**

Upon receipt of a Vendor's protest, SBCTC will postpone signing a Contract with the ASV until the Vendor protest has been resolved.

SBCTC, or a representative from another state agency, will perform an objective review of the protest, by individuals not involved in the acquisition process being protested. The review shall be based on the written protest material submitted by the Vendor and all other relevant facts known to SBCTC.

The reviewer will render a written decision to the Vendor within five (5) Business Days after receipt of the Vendor protest, unless more time is needed. The protesting Vendor shall be notified if additional time is necessary.

#### **E. Determination**

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action;
2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest;

3. Find merit in the protest and provide the agency with options that may include:
  - a) Correct errors and reevaluate all proposals; or
  - b) Reissue the solicitation document; or
  - c) Make other findings and determine other courses of action as appropriate.
4. Not require the agency to award the Contract to the protesting party or any other Vendor, regardless of the outcome.

## **APPENDIX E**

### **CLIENT REFERENCE FORM**

NO CLIENT REFERENCE FORM WILL BE USED FOR THIS RFP.

## **APPENDIX F**

### **CMS RFP REQUIREMENTS**

Requirements to be posted separately on WEBS.

## EXHIBIT C

### LICENSE TERMS AND CONDITIONS

#### 1. THE SYSTEM

- (a) Provision and Access to the System: Modern Campus shall operate and maintain the System in accordance with the Software and Service Hosting Policy of Modern Campus. Access to the System is through a secure connection over the public Internet. Customer acknowledges and agrees that Modern Campus is not responsible or liable for any communication over the public Internet or any failure to deliver communication to and from the System on a timely basis.
- (b) Required and Infrastructure Changes: From time to time, it will be necessary for Modern Campus to perform maintenance on the System. Such maintenance includes routine maintenance to ensure the continued provision of the Services through the continued operation of the System or upgrading, updating or enhancing the System. Modern Campus shall use its commercially reasonable efforts to perform such maintenance at such times to minimize the impact of any downtime of the System to Customer. Modern Campus may, at any time, with or without notice to Customer: (i) make changes that are necessary to comply with applicable safety, security or other statutory requirements or orders from applicable governmental authorities; (ii) supplement or make changes to its user documentation and to its rules of operations, access procedures, security and privacy procedures and policies; and (iii) change the components, type and location of the System; provided that any such changes do not impair the provision of the Services.
- (c) Software Revisions: Modern Campus reserves the right to modify, revise, upgrade, replace, or reconfigure the Software features and functions at any time, provided that for those revisions that will materially affect System functionality Modern Campus will give Customer at least ninety (90) calendar days' advance notice of such revision.
- (d) Modern Campus' Ownership: Customer acknowledges and agrees that Modern Campus owns all worldwide rights, titles and interests, including all intellectual property rights, in and to: (i) the System; (ii) Software; (iii) User Documentation; and (iv) any modifications, enhancements, upgrades, updates or customization to any of the foregoing. Customer does not acquire any rights, title or ownership interests of any kind whatsoever, express or implied, in any of the foregoing other than the licenses granted herein.

#### 2. USE OF SERVICES

- (a) Grant by Modern Campus: For the duration of the Term, Modern Campus grants to Customer a non-exclusive, non-transferable, revocable right, for Customer's internal business purposes to access the System in accordance with the security protocols as set out herein for the purpose of:
  - (i) using the Software identified in the Agreement subject to the Use Rights associated with such Software;
  - (ii) viewing and displaying the User Documentation; and
  - (iii) uploading, processing, viewing, displaying, using and downloading Customer Data to and from the System.
- (b) Authorized Users: Customer shall be responsible and liable for the actions and omissions of each Authorized User and their compliance of the provisions of this Agreement.

- (c) Support: Modern Campus shall provide support to Customer and its Authorized Users in accordance with the provisions set out in Modern Campus Support Policy.
- (d) Reservation of Rights: Any rights not granted herein are strictly reserved by Modern Campus. Customer shall not (i) permit any Person other than Authorized Users to use the System; (ii) process or permit to be processed any data other than Customer Data; and (iii) itself or permit others to, reverse engineer, decompile, disassemble or translate the Software or any other software used by Modern Campus to deliver the Services, or otherwise attempt to view, display or print such software, including but not limited to the Software's source code. Modern Campus may monitor Customer's use of the System and Software, including compiling reports evidencing Customer's usage thereof, gather statistics, track aggregated data, and satisfy any support requirements, provided such monitoring does not unreasonably interfere with Customer's use of the System.
- (e) Prohibited Activities: Customer shall not:
  - (i) use the Services for improper or unlawful purposes or in contravention of Customer's own policies and regulatory requirements;
  - (ii) include, or knowingly allow others to include, any Objectionable Content or introduce Viruses to the System and shall institute such security procedures and safeguards as Customer deems necessary to prevent the posting, uploading or inclusion of any Objectionable Content or Viruses to the System;
  - (iii) intercept or attempt to intercept any messages transmitted to and from the System that are not intended for Customer or any of its Authorized Users;
  - (iv) take any action that may damage, disable, overburden, or impair the System or attempt to circumvent, disable, damage or impair the System's security features; or
  - (v) remove any copyright or other proprietary rights notice on the Software or the User Documentation or any copies thereof.
- (f) Viruses: If Modern Campus, in its absolute discretion, forms the view that any Customer Data or any other information or files uploaded by Customer or any of its Authorized Users contains or includes a Virus, Modern Campus may remove such Customer Data, information or file from the System and take such other action as Modern Campus deems necessary to protect the integrity and operation of the Services, System and the Software. Any costs associated with such removal may be charged by Modern Campus to Customer. Modern Campus shall notify Customer of its actions under this Section as soon as reasonably possible.

### 3. SECURITY AND CUSTOMER DATA

- (a) Security: Modern Campus agrees to protect the privacy and security of Customer Data according to all applicable laws and regulations, by commercially acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Modern Campus shall implement and maintain reasonable safeguards and controls to deter and for the detection, prevention and correction of any unauthorized intrusion, access or use of the System. Customer acknowledges and agrees that notwithstanding such safeguards and controls, such methods and procedures may not prevent unauthorized electronic intruders to access the System through the Internet or through other form of electronic communication. If such unauthorized electronic intruders are able to bypass Modern Campus' safeguards and controls, such unauthorized electronic intruder may change, delete or otherwise corrupt the contents and data contained in the System. Except for the maintenance of appropriate safeguards and controls, which are designed to frustrate access from unauthorized electronic intruders, Modern Campus shall not be liable to Customer, and hereby

disclaims responsibility, with respect to any action, destructive or otherwise, by any unauthorized electronic intruder.

- (b) PCI Compliance: Modern Campus represents that, as of the Effective Date, it retains appropriate PCI-DSS certification and will provide periodic notification of ongoing certification renewals.
- (c) Authentication IDs: Customer shall control and maintain the security of all Authentication IDs. Customer shall be solely responsible for all instructions, commitments and other actions or communications taken under any of its Authentication IDs. Customer shall promptly report to Modern Campus any errors or irregularities in the Service or the System or any unauthorized use of any part thereof and inform Modern Campus immediately if any Authentication ID becomes known to any third person who is not authorized to possess such password. Customer hereby indemnifies and holds harmless Modern Campus from any actions, claims, suits, proceeding or damages made against Modern Campus from a third person as a result of any use of Customer's Authentication IDs, whether or not such use is authorized by Customer.
- (d) Customer Data: Customer acknowledges and agrees that Modern Campus: (i) will not be responsible for the accuracy, completeness or adequacy of any Customer Data or the results generated from any Customer Data uploaded to the System and processed by the Software; (ii) has no control over any Customer Data or the results therefrom; and (iii) does not purport to monitor Customer Data.
- (e) Customer's Ownership: Modern Campus acknowledges and agrees that all worldwide right, title and interest including, all intellectual property rights in and to the Customer Data shall be the exclusive property of Customer. Modern Campus does not acquire any rights, title or ownership interest of any kind whatsoever, express or implied, in any of the Customer Data, other than the license granted herein. Modern Campus shall not be held responsible for accessibility-related issues concerning Customer website. While Modern Campus may provide accessibility tools within the Software, it is the responsibility of the Customer to use these tools to identify and correct accessibility issues with Customer website.
- (f) Compliance with Privacy Laws: Modern Campus will comply with applicable privacy laws, including the Family Educational Rights and Privacy Act ("**FERPA**") and the Health Insurance Portability and Accountability Act ("**HIPAA**") and the data security standards set out therein regarding personally identifiable information contained within Customer Data. To the extent that Modern Campus has access to "Education Records", it is deemed a "school official" as each of these terms is defined in FERPA.
- (g) Data Breach: Modern Campus has implemented and shall maintain a program for managing unauthorized disclosure or exposure of Customer Data stored by or accessible through the Services ("**Data Breaches**"). Both Customer and Modern Campus shall take reasonable steps to prevent unauthorized access to the System. Each party shall notify the other immediately of any known or suspected unauthorized use of the System or breach of its security and shall use best efforts to stop said Data Breach.
- (h) Use of Customer Data: Modern Campus may use Customer Data for the sole purposes of: (i) providing the Services to Customer; and (ii) on an aggregated and anonymous basis for System analytics and improvement. Modern Campus may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Modern Campus shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

#### 4. SUSPENSION AND TERMINATION

- (a) Suspension of Services: Modern Campus may suspend Customer's and each of its Authorized Users' right to receive the Services and access and use of the Software if, in consultation with Customer, it has been determined that a Customer Authorized user, or other party has undermined or attempted to undermine, the security or integrity of the System.
- (b) Customer's Right of Termination for Breach by Modern Campus: Subject to Section 4(d) and 4(e) of this Exhibit D Customer may terminate this Agreement and the rights granted hereunder, if Modern Campus breaches any material provision of this Agreement and such breach continues for a period of thirty (30) Business Days after delivery of a written notice by Customer requiring Modern Campus to correct such failure.
- (c) Modern Campus' Right of Termination for Breach by Customer: Subject to Sections 4(d) and 4(e) of this Exhibit D, Modern Campus may terminate this Agreement and the rights granted hereunder without prejudice to enforcement of any other legal right or remedy, immediately upon giving written notice of such termination if Customer:
  - (i) fails to pay in full any Fees owing by it under this Agreement by the due date thereof or breaches any other material provision of this Agreement and such failure or breach continues for a period of fifteen (15) Business Days for non-payment or thirty (30) Business Days for other breach, after delivery of a written notice by Modern Campus requiring Customer to correct such failure or breach; or
  - (ii) infringes the intellectual property rights of Modern Campus.
- (d) Effect of Termination: Upon the termination of this Agreement for any reason:
  - (i) Modern Campus shall submit to Customer any Customer Data contained in the System in the form of an encrypted database backup file within ten (10) Business Days of the effective date of termination;
  - (ii) Customer shall immediately discontinue use of the System, Software and User Documentation and Modern Campus shall discontinue the provision of the Services;
  - (iii) Customer shall pay to Modern Campus the full amount of all Fees payable hereunder outstanding as of the effective date of termination, if any, whether invoiced or not and any other monies owing to Modern Campus; and
  - (iv) within fifteen (15) Business Days from the effective date of termination and subject to Modern Campus' back-up policies, each Party will return to the other Party, or confirm destruction, of all Confidential Information of the other Party which is then in its possession or control.
- (e) Survival of Covenants: Notwithstanding the termination or expiration of this Agreement for any reason, the covenants set out in this Section 4(e) and in Sections 1(d), 3(e), 4(d), 5, 6(c), 7, 9, 10(a), 10(c) and 11 of this Exhibit D shall survive any such termination or expiration.

#### 5. CONFIDENTIAL INFORMATION

Each Party acknowledges that Confidential Information consists of confidential and proprietary information. Except as required by law, each Party shall, and shall cause its employees, agents and contractors to hold Confidential Information of the other Party in confidence, and shall use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of the other Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but with at least a reasonable degree of care. Each Party agrees not to make use of Confidential Information other than for the exercise of rights or the performance of obligations under

this Agreement, and not to release, disclose, communicate it or make it available to any third party other than employees, agents and contractors of the Party who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Agreement. In the event that any Party receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, such Party agrees, to the extent permitted by applicable law, to (i) immediately notify the other Party of the existence, terms and circumstances surrounding such a request; (ii) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such information is required, permit the other Party to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed information as the other Party designates.

## 6. WARRANTIES

- (a) Software Warranties: Modern Campus hereby warrants to Customer that during the Term the Software will substantially operate in accordance with, and have the functions set out in, the User Documentation.
- (b) Remedy: For any breach of the above warranty, Customer's exclusive remedy and Modern Campus' entire liability and sole obligation is to correct the defects in the Software that caused the breach of the above warranty in accordance with the terms set out in Modern Campus Support Policy.
- (c) Exclusion of Other Warranties: EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE SERVICES, SYSTEM, SOFTWARE OR USER DOCUMENTATION THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR THAT THE SERVICES, SYSTEM OR SOFTWARE WILL MEET CUSTOMER'S NEEDS OR WILL BE AVAILABLE FOR USE AT ANY PARTICULAR TIME OR WILL BE ERROR FREE.

## 7. INDEMNIFICATION

- (a) Modern Campus' Indemnity: Modern Campus shall defend at its own expense any claim, proceeding or suit brought against Customer, its affiliates, directors, officers, employees and agents, by a third person (referred to as a "Claim") to the extent such Claim alleges that the Software furnished hereunder infringes any U.S. or Canadian copyright, valid registered patent or trademark of a third person, and will indemnify and pay all damages which by final judgment or settlement may be assessed against Customer on account of such Claim, provided that:
  - (i) prompt written notice of the Claim or of any allegations or circumstances known to Customer which could result in a Claim;
  - (ii) reasonable information and assistance from Customer, at Modern Campus' expense, which Modern Campus may require to defend the Claim;
  - (iii) Modern Campus is given sole control of the defense of the Claim, and all negotiations for its settlement or compromise thereof; and
  - (iv) that the alleged infringement does not result from any non-permitted uses, alterations, modifications or enhancements carried out by Customer or on its behalf by a third person.

If such Claim has occurred, or in Modern Campus' opinion is likely to occur, Customer agrees to permit Modern Campus, at Modern Campus' option and expense, either to procure for Customer the right to continue using the Service, including the System and Software, or to replace or modify the Software so that it becomes non-infringing without substantial loss of functionality, or if none of the foregoing alternatives is reasonably available and at Modern Campus' discretion, require the Customer to discontinue use of the Services, including the System and Software and Modern Campus shall issue a

refund to Customer for the remaining pro-rata portion of any pre-payments corresponding to the current Term Subscription Fees. The foregoing states the entire obligations and liabilities of Modern Campus with respect to any infringement of intellectual property rights of any third person.

## 8. INSURANCE

Modern Campus shall maintain, at Modern Campus' sole expense, the following insurance coverages and limits:

- (i) Commercial General Liability Insurance with limits of liability not less than \$3,500,000 USD per occurrence and in the aggregate, including liability coverage for bodily injury or property damage;
- (ii) Professional Liability insurance including Errors and Omissions Insurance with limits of liability not less than \$3,500,000 USD per occurrence and in the aggregate; and
- (iii) Cyber Liability insurance with limits of liability not less than \$3,500,000 USD per occurrence and in the aggregate.

Modern Campus' insurance shall be primary, and any applicable insurance maintained by Customer shall be excess and non-contributing.

## 9. LIMITATION OF LIABILITY

- (a) Consequential Damages: IN NO EVENT SHALL MODERN CAMPUS, OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OR FOR ANY LOST REVENUE, LOST PROFITS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.
- (b) Limitation of Direct Damages: SUBJECT TO SECTION 9(c) OF THIS EXHIBIT D, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY CUSTOMER AGAINST MODERN CAMPUS OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, INCLUDING A BREACH BY MODERN CAMPUS OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT (WHETHER OR NOT A FUNDAMENTAL BREACH), OR DAMAGES RESULTING FROM MODERN CAMPUS' NEGLIGENCE OR WILLFUL MISCONDUCT, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM MODERN CAMPUS PAYMENT FOR ACTUAL AND DIRECT DAMAGES TO A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE AMOUNT PAID BY CUSTOMER TO MODERN CAMPUS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT CAUSED THE CLAIM, DEMAND OR ACTION UNDER THE CATEGORY OF SUBSCRIPTION FEES.
- (c) Exception: NOTWITHSTANDING SECTION 9(b) ABOVE, THE LIMITATION SET OUT THEREIN SHALL NOT APPLY TO ANY DATA BREACH CAUSED BY MODERN CAMPUS' GROSS NEGLIGENCE, IN WHICH CASE CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM MODERN CAMPUS PAYMENT FOR ACTUAL AND DIRECT DAMAGES TO A MAXIMUM AGGREGATE AMOUNT EQUAL TO FIVE MILLION U.S. DOLLARS (\$USD 5,000,000).

## 10. MISCELLANEOUS

- (a) Governing Law: This Agreement shall be governed by, and construed and enforced in accordance with, the laws in force in the State of California. The Parties hereto agree to submit to the jurisdiction of the courts of the State of California and waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court.
- (b) Modifications: This Agreement may be modified only upon written agreement by the Parties hereto.

- (c) Severability: In the event that any provision (or any portion of a provision) of this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision (or portion of a provision) had never been contained herein in regards to that particular jurisdiction.
- (d) Assignment: Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party in whole or in part without the prior written consent of the other Party, except that either Party may assign this Agreement with all of its obligations and rights to an Affiliate or to an entity which acquires all or substantially all of the assets and business of the Party by merger, sale of assets, sale of stock, operation of law or otherwise.
- (e) No Agency: Nothing herein shall be deemed to constitute either Party as an agent, representative or employee of the other Party, or both Parties as joint venturers or partners for any purpose. Each Party shall act solely as an independent contractor and shall not be responsible for the acts or omissions of the other Party. Neither Party will have the authority or right to represent nor obligate the other Party in any way.
- (f) Modern Campus Brand Protection: The logo "Powered by Modern Campus", with embedded link to Modern Campus website, will appear in appropriate visible locations within the Software including Login pages.
- (g) Customer List: Modern Campus is permitted to list the Customer's logo and name in marketing materials including within a customer list composed of other Modern Campus customers.
- (h) Force Majeure: No delay, failure, or default, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control provided that written notice of delay (including anticipated duration of the delay) shall be given by the affected Party to the other Party within ten (10) days of the affected Party first becoming aware of such even
- (i) No Waiver: Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

## 11. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

**"Authentication ID"** means a security mechanism by which an Authorized User identifies herself or himself to the System and gains access thereto, which security mechanism may include user identification, passwords, digital certificates or any other similar process mechanism for authentication and recognition as determined by Modern Campus from time to time.

**"Authorized User"** means any company or individual, including Customer's employees, agents, clients, consumers, students or instructors, who Customer has authorized to access and use the Services.

**"Business Day"** means any calendar day except for Saturday or Sunday, or any statutory holiday observed in the State of California and in <XXX>.

**"Change Request"** means any document detailing Customer service requests or Software customizations, along with pricing, that requires approval in writing by both parties

**"Confidential Information"** means this Agreement; all data and information relating to the business and management of either Party, including Customer Data; the Software, including its design, ideas embodied therein, models and databases; and marketing, financial or personnel data of a Party, provided, however, that Confidential Information shall not include any data or information which:

- (i) is or becomes publicly available through no fault of the Party to whom disclosure is made;
- (ii) is disclosed to a Party by a third party under no obligation of confidentiality to the other Party; or
- (iii) is further disclosed with the prior written consent of the disclosing Party.

**"Customer Data"** means any data, content, and information in electronic form input or collected through the System by or from Customer, including without limitation by Customer's clients.

**"Customer's Point of Contact"** has the meaning ascribed to it in Section 2(c)(i) of Modern Campus Support Policy.

**"Fees"** means collectively the Service Fees, Subscription Fees, and any Other Fees, where "Service Fees", "Subscription Fees", and any "Other Fees" are set out in any applicable Order Form/Statement of Work/Purchase Order to the Agreement.

**"Hours of Support"** means between the hours of 9:00 a.m. and 8 p.m. Eastern Time (standard or daylight, as the case may be) on Business Days. Hours of support for Severity 1 issues (out of service) are 24 hours a day, 7 days per week.

**"Objectionable Content"** means content that infringes any applicable laws, regulations or third person's rights, and content which is in breach of any person's intellectual property rights.

**"Person"** means any individual, estate, sole proprietorship, firm, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, limited liability company, corporation, body corporate, trustee, trust, governmental authority or other entity or organization and includes any successor to any of the foregoing.

**"Resolution"** has the meaning ascribed to it in Section 1(f)(iv) of Modern Campus Support Policy.

**"Revenue"** is defined as all revenues, net of discounts and refunds, that Customer charges, bills, invoices, or receives through the direct or indirect usage of the Software and may include, but is not limited to tuition fees, event or add-on fees, special requests, administrative fees, supplementary fees, other purchases through any use of the Software whatsoever, and includes indirect Revenue received in another system as a result of the purchased program, course, or other item being marketed through Modern Campus.

**"Service"** means collectively the services to be provided by Modern Campus to Customer as described and set out in this Agreement.

**"SLA"** – means Modern Campus' standard service level agreement as defined in Modern Campus Software and Service Hosting Policy.

**"Software"** means the software, modules, tools, and other features provisioned and made available to Customer set out in the Agreement.

**"Statement of Work (SOW)"** is a document detailing Customer service requests or Software customizations that contains schedule, roles and responsibilities, and other project-based information and requires approval in writing by both parties.

**"System"** means collectively: (i) the Software; and (ii) the computer server that houses the Software and those devices and peripherals physically located with such server located behind Modern Campus' border router, which is used to establish connectivity from the System to the public Internet.

**"Term"** means collectively the Initial Term and any Renewal Term; where the "Initial Term" and any "Renewal Term" are set out and defined in any applicable Order Form/Statement of Work/Purchase Order to this Agreement.

**"User Documentation"** means online help and any additional materials published by Modern Campus with respect to System functionality.

**"Use Rights"** means the parameters by which Customer may use the Software set out in this Agreement.

**"Virus"** means a piece of code usually (but not necessarily) disguised as something else that causes some unexpected and, for the victim, usually undesirable, event and which is designed so that it may automatically spread to other computer users; the term 'Virus' will also be deemed to include worms, cancelbots, trojan horses, harmful contaminants (whether self-replicating or not) and nuisance causing or otherwise harmful applets.

## **EXHIBIT D**

# The Washington State Board for Community and Technical Colleges

**SBCTC 2022-RFP-003 for Content  
Management Services**

## Volume 1

Executive Summary and Vendor Requirements

August 22, 2022

**modern<sup>™</sup>  
campus**

**Confidentiality Note:** This document contains confidential information, which is proprietary to Modern Campus. In consideration of receipt of this document, the recipient agrees to maintain such information in confidence and not disclose this information to any party outside of the recipient's organization. This information may not be reproduced or displayed to any other party without the written consent of Modern Campus.

Modern Campus shall not be held liable for any technical or editorial errors and omission contained herein, nor any damages directly or indirectly arising from this document.

© 2021 Modern Campus. All rights reserved. Confidential. Destiny One® and Omni CMS® are registered trademarks of Modern Campus.

**A Note on this RFP from Modern Campus:** Modern Campus has responded to the posed questions given the information provided. Whenever appropriate, we have provided additional information to detail exactly what the system does or does not do. However, as the questions are often times asked without background or context, they may be subject to interpretation.

Modern Campus reserves the right to negotiate final terms and conditions in good faith.

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## 1 Executive Summary (4.1)

Modern Campus USA, Inc

Corporation

Tax ID: 953767184

UBI:604-735-802

1320 Flynn Rd, Suite 100

Camarillo, CA 93012

Phone: 805-484-9400

sales@moderncampus.com (general inquiries)

Contact Representative:

Gregg Ward

Regional Director- Washington

(385) 375-0946

gward@moderncampus.com

Dear Washington State Board for Community and Technical Colleges Team,

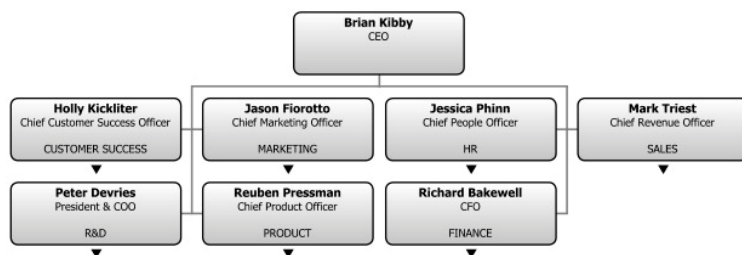
We are pleased to provide you with the following response to RFP 2022-RFP-003 for CMS. Modern Campus USA, Inc. is a privately held corporation incorporated in 1982. Based in Camarillo, CA, Modern Campus is a professionally run organization with a Board of Directors and shareholders that value financial stability coupled with steady and stable growth. We currently employ over 300 full- time employees.

Since 2001, we have offered our best-selling product, Omni CMS, tailored specifically for colleges and universities. Modern Campus has enjoyed a partnership with many of the community and technical schools in the state of Washington for almost two decades since we launched the CMS. Since that time, we have grown to be the premiere CMS provider to the higher education community in the US and we continue to expand across the globe. We look forward to continuing to provide CMS services to your schools going forward. As requested, we have provided in this response the information that is outlined in the RFP. This includes:

Volume 1: Executive Summary, Administrative and Vendor Requirements

Volume 2: Section 5 Functional Requirements and Financial Quote

The following is an organizational chart that illustrates our executive teams-



Signature Authority: Peter Devries and Richard Bakewell

Please let me know if you have any questions regarding our submission. Again, we look forward to working with you in the future.

Sincerely,

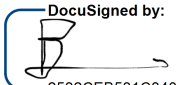
Gregg Ward, Regional Director

(385)375-0946

[Gward@moderncampus.com](mailto:Gward@moderncampus.com)

We hereby confirm that the person who signs the Executive Summary is authorized to contractually bind our organization.

Modern Campus agrees that its Response, as submitted, will remain in full force and effect for 120 days or 180 days if a protest to the RFP is filed, whichever is later.

Executive Summary Signature:  Peter Devries 8/22/2022  
2532CEB531C8400...

## 2 Vendor Profile: About Modern Campus (4.2)

Years in Business: 40 years

Office Locations:

Camarillo, CA

Toronto, Canada

St Petersburg, FL

At Modern Campus, we empower our customers to engage modern learners for life. The Modern Campus Advantage consists of a suite of solutions that support institutions as they propel learners throughout the entire student lifecycle.

Modern Campus offers a Web Content management solution, Omni CMS, which powers more .edu websites than any other vended solution in North America. It is purpose built to uniquely serve the critical student and institutional needs from personalized content to engage learners at scale to drag and drop, WYSIWYG editing making designing webpages easy for staff.

Modern Campus also offers solutions for Registrar and Enrollment Management. The Acalog, Curriculum, Register and Section solutions, which are the most widely used by Registrars to manage curriculum and catalog data for their traditional programs, deliver agility and efficiencies for staff, and unparalleled student engagement. From eliminating the paper trail and approval processes of catalog and curriculum management to providing one-of-a-kind Time Bender functionality that helps students create their perfect schedule.

Student Affairs and Campus Life solutions are another student touchpoint served by Modern Campus' Presence solution. Presence is relied upon to drive student engagement and co-curricular skills development. Presence empowers institutions to create learning pathways and gamify the earning of essential skills - all while streamlining your organizational processes, collecting massive participation data, and assessing the impact you have on retention. Presence now includes a partnership with Get Connected to pull in over 60K volunteer opportunities and manage civic engagement, as well.

The Modern Campus suite of products also boasts a conversational text solution that can boost engagement, staff efficiency, enrollment and retention. Address the personalization and segmentation needs created by shifting demographics with the only higher ed solution for comprehensive texting at scale, powered by an easy-to-use, patented platform combining data-driven insights, AI and comprehensive one-to-many and one-to-one communication.

Modern Campus is proud to support institutions and students from learner to earner, and our market leading, purpose-built continuing education and workforce development solutions, Destiny One and Lumens drive student engagement and conversion, contributing to unprecedented enrollment and revenue growth. With Modern Campus you can create extraordinary digital experiences for non-traditional learners and manage the business of continuing education and professional development for your entire institution in a way your main-campus SIS or homegrown systems weren't designed to handle.

Unlike homegrown and one-size-fits-all solutions, Modern Campus customers of any solution will be enabled to create personalized, "student first" experiences, ensuring every digital touchpoint with the school is a positive one. And everyone—students, administrator and educators—benefits from a frictionless experience.

Our business is driven by three core principles:

### **1. Focus on Higher Education**

We pioneered the first CMS for higher education 20 years ago.

We continue to innovate with products exclusively designed to meet the needs of higher ed.

We are respected experts and understand the unique industry challenges/strategic goals.

We publish research every year analyzing how prospective students make college decisions.

### **2. Superior Customer Service/Support**

Our customer satisfaction Net Promoter Score (NPS) ranked in the top 1% in the software industry.

We have the largest, most active user community of web professionals from schools in the US.

We have won 9 prestigious Stevie awards for customer service in the last seven years.

### **3. Total Solution**

Omni CMS is a comprehensive best-in-class CMS solution for creating state-of-the-art websites.

We offer Omni CMS as a SaaS model, where we update and manage the software in the cloud, or as a self-hosted model, where you retain control of the hardware, operating systems servers and networking.

Easy to use CMS: true in-context editing, instant publishing, drag-and drop functionality

Omni CMS is a decoupled solution that separates content from design, reducing your risk and making it easy to publish on a variety of media channels.

What is Omni CMS

Omni CMS, Modern Campus’s enterprise web content management solution designed exclusively for higher education, enables authorized staff to make the changes necessary to keep your web presence fresh, accurate, and up to date. At the heart of the system is a file permission and approval process, giving administrators the ability to assign editing privileges to authorized contributors. Additional control is built into the multi-stage workflow/approval system. Omni CMS offers administrators an easy-to-use role-based privilege system allowing a wide variety of users with varied skill sets. Omni CMS is completely Internet browser-based, requiring no separate application to be installed.

Omni CMS provides a framework for long-term content development and accountability, empowering content contributors with an intuitive editing interface while providing developers a flexible environment to create customized solutions for all campus departments.

Modern Campus offers our Software-as-a-Service (SaaS)/cloud deployment of Omni CMS. With our SaaS License, you can find peace of mind in the fact that Modern Campus handles the installation, upgrades, updates, and maintenance of Omni CMS in the cloud. Plus, you do not have to worry about the server hardware and infrastructure; we take care of that too. By joining the Omni CMS cloud, the Washington State Board for Community and Technical Colleges team can shift your focus to projects that matter the most to you.

Modern Campus’s commitment to remarkable customer service ensures all Omni CMS users that their web CMS will continue to deliver superior results year after year. Our in-house team of web developers, customer support managers, and support engineers provides rapid response to ensure that the Washington State Board for Community and Technical Colleges team is equipped with the tools and training you need to take full advantage of Omni CMS.

Some features of Omni CMS include:

|                          |                                   |                                   |
|--------------------------|-----------------------------------|-----------------------------------|
| WYSIWYG Editor           | Image galleries and Image editing | Drag-and-drop                     |
| In-context editing       | New Page Wizards                  | Instant Publishing                |
| Spell Check              | Link Check                        | Accessibility Check               |
| Flexible Workflows       | Versioning                        | Multi-Target Publish              |
| Social media integration | 11 Customizable user levels       | Integration with Google Analytics |
| Reusable Assets          | Robust Permissions                | Forms                             |

## Why Choose Omni CMS

We know that there are many choices out there when it comes to choosing a new CMS for the Washington State Board for Community and Technical Colleges website. Below are just some of the ways in which Omni CMS will meet Washington State Board for Community and Technical Colleges' CMS needs.

### **COST EFFECTIVE SOLUTION**

Total cost of ownership goes beyond the dollars that you pay for the CMS. It also includes the amount of time that your team will need to spend implementing and supporting the solution as well as the investment you need to make in your IT infrastructure. These costs can quickly add up, especially with open-source solutions. With the Omni CMS SaaS solution, Modern Campus handles the installation, upgrades, updates, and maintenance of Omni CMS in the cloud as well as the CMS server and infrastructure, greatly reducing the monetary and human resources that Washington State Board for Community and Technical Colleges will need to invest to have an up-to-date content management solution.

### **AUTOMATIC UPDATES, UPGRADES, AND MAINTENANCE**

With the SaaS deployment of Omni CMS, INSTITUTION receives immediate access to the newest features released for Omni CMS. All maintenance, updates, product enhancements, and new release installations are included in your service contract, ensuring that Washington State Board for Community and Technical Colleges always has the latest technologies. Open-source solutions like WordPress consist of a core product with heavy dependence on plugins for added functionality. Since the plugins are developed by third parties, they are not always tested for quality assurance and new versions can be released at any time. Updating is risky, as one plugin update can break the functionality of another plugin. Skipping updates is equally risky, as website performance and security can be affected if plugins are not kept up to date. Plus, the more plugins you install, the more you risk massive slowdowns in load time and performance.

With Omni CMS, all customers benefit from the latest improvements with no technical risks. By taking advantage of the automatic updates and upgrades that Omni CMS has to offer, the Washington State Board for Community and Technical Colleges team can stop scrambling to find solutions and instead focus on the critical projects that matter most and without the need for dedicated front-end or back-end developers.

## **SUPERIOR CUSTOMER SUPPORT**

At Modern Campus, we take great pride in delivering superior customer service. Our Customer Success team maintains a quick response time, giving you peace of mind that your users will quickly get the answers to any questions they may have. You simply will not find an experience like that with open source. While development communities exist for solutions like Drupal, WordPress, and Joomla, there is no guarantee anyone will be available when you need answers. With Omni CMS, support is certain. Our team's astounding 99% customer satisfaction rating of support services is unparalleled for a web CMS provider and has led to Stevie® Award recognition for Customer Service Department of the Year for the past seven years.

## **UNDERSTANDING OF WASHINGTON STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES' NEEDS AS PART OF THE HIGHER EDUCATION COMMUNITY**

In addition to our commitment to customer service, we are also devoted to the higher education community. With Omni CMS, you get access to a group of like-minded individuals all dedicated to success in higher education. Through our Modern Campus Community Network, you can connect with developers, administrators, and other web professionals using Omni CMS. With open-source solutions like WordPress and Drupal, you may have access to a community, but the users are not focused on your unique higher education needs. The feedback of our community also drives the development of full featured, tailored, turnkey solutions that spring from customer requests for course catalogs, college directories, alert notification systems, and the like. As an Omni CMS customer, Washington State Board for Community and Technical Colleges users also will have a voice in the future of the CMS and its supporting modules.

## **FULL-SERVICE IMPLEMENTATION AND MIGRATION**

Every Omni CMS implementation is a personalized, custom implementation built to your needs and website design specifications. As such, Omni CMS does not utilize generic templates for our clients. Our in-house Professional Services team sets up and delivers your new CMS pre-built with templates based on your redesign files. We can even assist in the future with further projects and enhancements. With our full-service implementation, Modern Campus, you will have a dedicated Project Manager who will lead your project from start to finish to ensure that it is done in a timely and professional manner. This is a service that you just will not receive with our competitors who either provide you a couple templates and then leave you to your own devices or have an extremely long implementation time because they just don't have the resources here in the U.S. to meet customers' needs.

Plus, at Modern Campus we have perfected our migration process, which makes moving from your old site to your new site quick and easy. You identify which parts of your data need to be migrated and our automated tool will take it from there.

### **EASY TO USE FOR DEPARTMENTAL CONTENT AUTHORS**

We recognize that Washington Community and Technical Colleges has various departmental content authors who need access to edit and update their content on your website. Omni CMS makes it easy for technical and non-technical users alike to quickly edit and publish pages to the live website without the need for a programming background. Non-technical users only need basic computer skills such as the ability to log on, enter content in programs (i.e., Word, Excel, Notepad), and cut-and-paste. Our intuitive, graphical interface along with drag-and-drop tools make it easy for non-technical users to insert text, multimedia, and forms. In contrast to complex open-source frameworks like those found in Drupal, the Omni CMS WYSIWYG Editor mimics the same functionality found in word processors for a simple, user-friendly editing experience. Omni CMS is designed with all levels of users in mind—from content authors to advanced web developers. Technical users and developers, taking advantage of open standards and APIs, can quickly build new features, allowing for deep integration and customization.

### **SEAMLESS WORKFLOWS**

Omni CMS offers a completely customizable workflow that is both easy to configure and update as needed. The workflow allows content authors to send their content for review and even iterate through multiple individuals. This means that all content updates can go through your centralized review prior to publication to the live site, ensuring that it has the approval of a digital communications staff member.

### 3 Modern Campus Team (4.3 and 4.4)

The Modern Campus team will work with Washington Community and Technical Colleges at every step of the way. All of our team members are highly trained professionals who have extensive knowledge of Omni CMS and spend all their time working to meet the needs of higher education professionals. Many members of our team have worked together for many years to ensure customer satisfaction at every step of the way, from planning to implementation, migration, training, and support.

#### ACCOUNT MANAGERS



**Steven Scott**, Account Manager (Existing Customers)  
[sscott@moderncampus.com](mailto:sscott@moderncampus.com)

As your account manager, Steven will ensure that your choice of Modern Campus is successful, and your web content needs are met. He will keep you informed of new developments and discuss your evolving needs. Steven joined Modern Campus in 2018 as a business development rep. and transitioned to an account manager in 2020.



**Gregg Ward**, Regional Director (New Business) [gward@moderncampus.com](mailto:gward@moderncampus.com)

Gregg is your primary contact throughout the sales process to ensure that the web content management system meets your needs. Gregg has worked in Ed Tech for over 15 years. Gregg is responsible for sourcing new business opportunities, as well as communicating the Modern Campus message to higher education everywhere.

#### IMPLEMENTATION

Our experienced Implementation team is tasked with ensuring that your project is completed smoothly and professionally. Your team will have full access to Marcel Ayers, who is fully equipped to answer questions and solve any issues you may have during our implementation process.

**Marcel Ayers, Director of Web Development**

As the Director of Web Development, Marcel is responsible for overseeing the implementation process from start to finish. He works closely with project management, project managers, and web developers to ensure the successful rollout of Omni CMS for your institution. He has overseen the successful onboarding of over two hundred and fifty institutions and implementation of over a thousand CMS projects.

**PROJECT MANAGERS**

One of our highly experienced Project Managers is chosen to best match your institution's needs to their unique talents. Your Project Manager is responsible for all communications with regard to the implementation process and your day-to-day requests. They oversee the process in which your website is integrated into Omni CMS.

**TRAINING**

Our Training Team is responsible for coordinating and conducting training on Omni CMS for your staff. They empower your team by demonstrating the features of Omni CMS and teaching your staff how you will use them on a day-to-day basis. They work with your staff to ensure you feel comfortable using Omni CMS and sharing your newly learned knowledge with your end users.

**SUPPORT**

Your Customer Success team of in-house Modern Campus employees is readily available to help you with any Omni CMS questions or concerns.

## 4 Modern Campus Customer Journey

The customer journey within Modern Campus consists of the Selection, Onboarding, and Nurturing Phases. Throughout the process, Modern Campus will be in close contact with the colleges and designers.

### SELECTION

Upon selection, the college is introduced to the account and project team, which will signify the beginning of the customer onboarding journey. During this time, the college will get to know their designated Account Manager who will be engaged with you at every step of the journey. The Project Manager will also be introduced and is primarily responsible for ensuring the solution that was architected and documented via a Statement of Work (SOW) during the selection phase will be successfully implemented using our Omni CMS platform.

### MODERN CAMPUS IMPLEMENTATION PROCESS (ONBOARDING)

Project planning is a major part of the implementation process, with our staff analyzing and recommending web development services, including server setup, development, testing of custom XML/XSL templates, quality assurance and delivery. Upon completion, we then collaborate with the college on a detailed and agreed upon plan, which is documented with through the Statement of Work (SOW).

Modern Campus's implementation process includes three phases for the successful completion of your Omni CMS deployment: Planning, Development, and Transition to Support. Each phase ensures an orderly process in how our Professional Services team collaborates with you in implementing Omni CMS.

### PLANNING

During the Planning phase, the Professional Services team installs and configures Omni CMS. A Modern Campus Project Manager is assigned to discuss the functional and technical requirements of the project and set the expectations for the CMS implementation.

#### **Coordination of Deliverables**

Project Managers work with your Project Lead to coordinate the timely receipt of all deliverables, design files and server requirements. Developers test each HTML file to ensure they meet all specification requirements, W3C standards for XHTML/HTML5, and accessibility standards WCAG 2.0 (AA) as identified in the SOW. Additionally, they will work with your IT department regarding any technical or server requirements to ensure the web server environment is setup properly.

## DEVELOPMENT

The Development phase is the heart of the implementation process during which the Professional Services team installs and configures Omni CMS and develops and tests your templates.

### **Setup of Your Omni CMS Environments**

The Modern Campus Professional Services team establishes an Omni CMS staging environment that resides on our server or your institution's server, based on your deployment. Your instance of Omni CMS is then configured to publish pages to your production server environment. These environments are the foundation of your Omni CMS implementation and allow for the development of your new templates.

### **Creation of New Page Templates**

The Professional Services team uses the HTML design files provided to us to create templates (e.g., HTML, CSS, JavaScript) that are W3C and Section 508 compliant. We also develop Template Control Files, or new page templates, so that end users can easily create new web pages based on the templates.

### **Migration Process**

Modern Campus has an array of content migration techniques and tools at our disposal. In many cases, we can provide an automated solution for the bulk ingestion of site content into Omni CMS by converting current site content into XML files. Modern Campus can provide best practices to Washington State Board for Community and Technical Colleges during the migration.

### **Quality Assurance and User Acceptance Testing**

Our Professional Services team tests the New Page Templates and solutions based on the functionality requirements discussed in the Planning phase. The User Acceptance phase is a highly collaborative time for customers to thoroughly stress test the New Page Templates and solutions provided. Our developers are standing by to provide timely resolutions to any issues prior to Training and transition to Support.

### **Final Approval**

Once we have completed our quality assurance checks, we obtain approval from your team to ensure that all functional and technical requirements have been met. With implementation complete, the Project Manager schedules a conference call to address any potential questions about Omni CMS or templates.

**TRANSITION TO SUPPORT (NURTURING)**

The Transition to Support phase finalizes the Omni CMS implementation, which includes training your web professionals on how to administer and use Omni CMS.

**Site Go-Live**

At this point, the customized implementation of Omni CMS is ready to use and go live. This is also a great opportunity to train end users on best practices and about how to develop compliant web pages in Omni CMS. On the go-live day, Modern Campus is on stand-by to address any issues that might arise from the transition.

## 5 References (4.5)

- **Tacoma Community College**

Tamyra Howser (Executive Director Marketing and Communications) 253 566 6050  
[thowser@tacomacc.edu](mailto:thowser@tacomacc.edu)

- **Lake Washington Institute of Technology**

Alisa Shtromberg (Website/Digital Content Manager) 425 739 8100 Ext. 8668  
[alisa.shtromberg@lwtech.edu](mailto:alisa.shtromberg@lwtech.edu)

- **Edmonds College**

Nazar Paslavsky (Website Manager) 425 640 1334  
[npaslavs@email.edcc.edu](mailto:npaslavs@email.edcc.edu)

## 6 Vendor License to do business in Washington (4.6)

Yes

## 7 Prior Contract Performance (4.7)

No default cancellations in the last 5 years.

## 8 Use of Subcontractors (4.8)

For the scope of this RFP, Modern Campus will not be using Subcontractors.

## 9 Service Level Agreement

Please visit the following link for Modern Campus's SLA:

<https://moderncampus.com/contracts/mc-sla-saas.pdf>

### **STANDARD TERMS AND CONDITIONS:**

All payments are due within thirty (30) days of invoice date. Customer will pay all fees specified in Order Form. Fees are based on Services and Licenses purchased and not actual usage. If payment for Services with Annual Recurring Costs is not received prior to the License Start Date, Modern Campus reserves the right to suspend access to the License Software until payment is received. Once this Order Form is signed, the License Start Date may not be moved or delayed. Services with Annual Recurring Costs are billed annually and due in advance of License Start Date anniversary. Second and subsequent year invoices are generated sixty (60) days prior to the License Start Date anniversary. All One-Time fees are due at signing. Customer will pay a late fee of one percent (1%) per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Customer acknowledges that no waiver of full or partial payment of the Implementation or Set-up fees will be issued in the event of cancellation for any reason whatsoever. Modern Campus USA reserves the right to change the Terms and Conditions of the License at any time. License fees are subject to increase annually upon thirty (30) days written notice prior to the License Start Date anniversary.

Modern Campus USA and Washington State Board for Community and Technical Colleges will agree to a License Start Date (typically within 45 days of signed contract date) prior to Contract Execution.

## APPENDIX A

### CERTIFICATIONS AND ASSURANCES

Issued by the State of Washington

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.

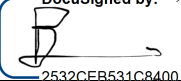
The attached Response is a firm offer for a period of 120 days following the Response Due Date specified in the RFP, and it may be accepted by SBCTC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period. In the case of protest, your Response will remain valid for 180 days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Appendix B, or substantially similar terms, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Appendix B of this solicitation.

We (circle one) **are** / **are not** submitting proposed Contract exceptions.

  
2532CEB531C8400

Vendor Signature

President and COO

Title

Modern Campus USA, Inc

Vendor Company Name

8/22/2022

Date

**CONTRACTOR'S REVIEW OF THE PROPOSED CONTRACT WITH State  
OF WASHINGTON  
STATE BOARD FOR COMMUNITY & TECHNICAL COLLEGES**

**Note: Modern Campus ("Contractor") reserves the right to negotiate final terms and conditions in good faith and incorporate our license agreement into the final Contract.**

**Contract  
between the  
State of Washington  
State Board for Community & Technical Colleges  
and  
(Contractor)**

This Contract is made and entered into by and between the Washington State Board for Community & Technical Colleges, hereinafter referred to as the "**AGENCY**", and the below named firm, hereinafter referred to as "**CONTRACTOR.**"

**(contractor name)**

**(address)**

**(city, state zip)**

**Phone:**

**FAX:**

**Email:**

**WA State UBI Number:**

**PURPOSE**

The purpose of this contract is to  (enter detailed description of the contract purpose).

**SCOPE OF WORK**

CONTRACT NO. \_\_\_\_\_

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.

- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

*As included in the AGENCY'S Request for Proposals No. [REDACTED], attached as Exhibit B, and the CONTRACTOR'S proposal dated [REDACTED], attached as Exhibit C.*

- C. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below.

All written reports required under this contract must be delivered to [REDACTED], in accordance with the schedule above.

## PERIOD OF PERFORMANCE

The period of performance under this contract will be from [REDACTED], or date of execution, whichever is later, through [REDACTED].

## COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed [REDACTED] (\$ [REDACTED]). CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

***List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc., or reference documents that specify CONTRACTOR'S compensation and payment, e.g., CONTRACTOR'S compensation for services rendered shall be based on the schedule set forth in Exhibit B, Fees and Expenses. Compensation section should be consistent with Billing Procedures.***

## **BILLING PROCEDURES AND PAYMENT**

AGENCY will pay CONTRACTOR upon acceptance of services provided and within thirty (30) calendar days of receipt of properly completed invoices, which shall be submitted to the Contract Manager.

The invoices shall describe and document, to the AGENCY'S satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract reference number [REDACTED]. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

~~The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.~~

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY. All License Fees shall be paid in advance.

**The AGENCY shall withhold 10 percent from each payment until acceptance by the AGENCY of the final report (or completion of the project, etc.).**

## CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

| CONTRACTOR Contract Manager Information | AGENCY Contract Manager Information |
|-----------------------------------------|-------------------------------------|
| Enter Contract Manager's Name           | Enter Contract Manager's Name       |
| Enter Name of CONTRACTOR                | Enter Name of AGENCY                |
| Enter CONTRACTOR Address                | Enter AGENCY Address                |
| Enter City, State & Zip Code            | Enter City, State & Zip Code        |
| Phone : ( )                             | Phone: ( )                          |
| Fax: ( )                                | Fax: ( )                            |
| Email address:                          | Email address:                      |

## ACCESSIBILITY

CONTRACTOR remains committed to ensuring its products are accessible to users with disabilities. CONTRACTOR strives for WCAG 2.1 Level A/AA and Section 508 conformance. Regular testing, ~~(both internal and by a third party)~~ as is industry standard, is conducted to identify conformance issues, with processes in place for timely remediation of accessibility issues that are identified. More details on accessibility requirements are found in the RFP document Exhibit E.

## INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section *[or as set forth in the Request for Proposals No. ]*. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for non-owned automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

CONTRACTOR shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

## **ASSURANCES**

AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

## **ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Exhibit A – General Terms and Conditions
4. Exhibit B – Request for Proposals No. [REDACTED]
5. Exhibit C – Contractor's Proposal dated [REDACTED]
6. Any other provision, term or material incorporated herein by reference or otherwise incorporated

**ENTIRE AGREEMENT**

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

**CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

**APPROVAL**

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of [redacted] pages and [redacted] attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the contract.

**[CONTRACTOR’S NAME]**

**[AGENCY NAME]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## EXHIBIT A - GENERAL TERMS AND CONDITIONS

### DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the (AGENCY TITLE) of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

### ACCESS TO DATA

To the extent permitted under applicable laws and in so far as the CONTRACTOR is not in breach of contracts, In compliance with RCW 39.29.080, the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models in so far as this information is generated in the ordinary course of the CONTRACTOR'S business.

### ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

### AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

### ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by ~~the CONTRACTOR either party~~ without prior written consent of the ~~AGENCY other party,~~ provided that such consent shall not be unreasonably withheld and except that either party may assign this Agreement with all of its obligations and rights to an Affiliate or to an entity which acquires all or substantially all of the assets and business of the Party by merger, sale of assets, sale of stock, operation of law or otherwise.-

### ATTORNEYS' FEES

**EXHIBIT A**

**GENERAL TERMS AND CONDITIONS - GEN**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

**CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

**CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, ~~computer programs~~, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

Notwithstanding the above, the CONTRACTOR retains and reserves all intellectual property rights to the Software, any modifications to the Software made as a result of this Agreement and any Material relating to the Software. The parties hereby agree that the CONTRACTOR shall

**EXHIBIT A**

**GENERAL TERMS AND CONDITIONS - GEN**

only grant the AGENCY the right to the use of the Software and all intellectual property as per the grant of license defined in the Agreement between the parties.

**EXHIBIT A****GENERAL TERMS AND CONDITIONS - GEN****COVENANT AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

**DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred on its own volition and not at the direction of the AGENCY, by its own organization or that of its Subcontractors.

**DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the CONTRACTOR'S name, address, and contract number; and
- Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.

2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.

3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.

4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

**DUPLICATE PAYMENT**

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

**GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from **and** against all claims for injuries or death arising out of or resulting from the CONTRACTOR's acts, omissions or negligence in the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees,

**EXHIBIT A****GENERAL TERMS AND CONDITIONS - GEN**

attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall ~~not~~ be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

**INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

**INDUSTRIAL INSURANCE COVERAGE**

~~The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.~~

**LICENSING, ACCREDITATION AND REGISTRATION**

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

**LIMITATION OF AUTHORITY**

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

**NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**NONDISCRIMINATION**

**EXHIBIT A****GENERAL TERMS AND CONDITIONS - GEN**

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

**PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

**PUBLICITY**

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned ~~or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied.~~ The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

**RECORDS MAINTENANCE**

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times and at the sole expense of the AGENCY to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**REGISTRATION WITH DEPARTMENT OF REVENUE**

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

**RIGHT OF INSPECTION**

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times and at the sole expense of the AGENCY, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

**SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract ~~under the "Termination for Convenience" clause, without the ten-day~~ notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding

**EXHIBIT A****GENERAL TERMS AND CONDITIONS - GEN**

limitations and conditions. In the event of termination as a result of withdrawal, reduction or limitation of funding, the parties agree that there shall be no refund, in whole or in part, of the Fees paid.

**SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**SITE SECURITY**

While on AGENCY premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**SUBCONTRACTING**

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

**TAXES**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

**TERMINATION FOR CAUSE**

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner as pre-decided by the parties, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law ~~including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.~~

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. ~~A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.~~

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**TERMINATION FOR CONVENIENCE**

**EXHIBIT A****GENERAL TERMS AND CONDITIONS - GEN**

~~Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.~~

**TERMINATION PROCEDURES**

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Unless expressly prohibited under this Agreement or a License Agreement between the parties, assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

**EXHIBIT A****GENERAL TERMS AND CONDITIONS - GEN****TREATMENT OF ASSETS**

- A. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all real property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR ~~is entitled to be reimbursed as a direct item of cost under this contract~~ has been paid in full, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR provided that there is no express prohibition under this Agreement. Title to other real property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- B. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY in its possession, that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed or damaged while in the possession of the CONTRACTOR, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

**U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL**

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SDN file and compare it to agency and statewide vendor files. In the event of a positive match, the agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

**WAIVER**

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

# The Washington State Board for Community and Technical Colleges

SBCTC 2022-RFP-003 for Content  
Management Services

## Volume 2

Appendix F and Pricing

August 22, 2022

modern<sup>™</sup>  
campus

## 1 Appendix F

### CMS RFP Requirements

#### Accessibility

Web Content Accessibility Guidelines (WCAG) 2.1 Level AA W3C Recommendation 05 June 2018 may be found here: <https://www.w3.org/TR/WCAG21/>

Omni CMS supports Web Content Accessibility Guidelines (WCAG) 2.1 Level AA.

5.1.1 All web pages must comply with current World Wide Web Consortium (W3C) web standards as related to use of HTML5, XHTML, XML, CSS3, and XSL. Describe your firm's approach to accessibility in this area.

The Omni CMS Page Check feature includes W3C validation that ensures that all HTML/XHTML code complies with current W3C standards. The check can be performed on-demand by a user with appropriate permissions at their discretion, or by way of the Final Check feature, which allows administrators to automatically enforce checks at publish time. Administrators also have the option to prevent users from publishing a page or scheduling it to publish until errors are corrected. The feature displays a detailed description of the problem, including the source code in question and suggested corrections.

5.1.2 All rich media must accommodate for accessibility. Describe your firm's approach to accessibility in this area.

Omni CMS supports accessible rich media. For example, video, audio, and sliders can be operated and navigated via keyboard, screen readers and other assistive technology.

#### Dynamic Content and Content Creation

5.2.1 Web pages must support and incorporate dynamic, syndicated content including, but not limited to, press releases, blogs, RSS feeds, podcasts and vodcasts.

Omni CMS supports dynamic, syndicated content such as blogs, RSS feeds, news releases, calendars, etc. Content can be shared, feeds created, based on tag/keyword. Feeds of the latest blog posts, press releases, etc. can be dropped onto pages managed by Omni CMS.

### 5.2.2 CMS supports content creators in creating content that meets Section 508 standards and WCAG 2.1 Level AA.

At Modern Campus, we recognize the importance of having an accessible website. That is why we have and continue to invest in accessibility tools and checks that are available within the Omni CMS interface. Included in your purchase of Omni CMS is both our built-in accessibility checker that supports Section 508 and WCAG 2.0/2.1 (Levels A through AAA) accessibility guidelines.

### 5.2.3 CMS supports automated sun setting of expired content, pre-determined go-live dated content, and content review reminders based on age of content.

Omni CMS allows content to be expired, publishes can be scheduled to go-live on predetermined dates. Reminders can be created to review content based on age. There are two types of reminders in Omni CMS: Scheduled Reminders and Stale Reminders. A Scheduled Reminder allows administrators to pre-define expiration dates that happen annually or by semester/term for any given content. An example of a page type that might use a scheduled reminder is a tuition page. If the tuition is updated on a yearly schedule, a reminder may be set for a week prior to the tuition change and set to repeat on a yearly basis, if necessary.

A Stale Reminder is used to make sure that content on a page is being updated periodically. A Stale Reminder is triggered when a page has not been updated for a set amount of time. The notification is sent based on the date/time stamp of the last publish or version creation, rather than based on a specific calendar date.

### 5.2.4 CMS supports the creation of shared assets that can be used through one or multiple websites.

Omni CMS Assets are reusable content that provide a single source of content for use on multiple pages. When the asset is updated in one location, the content automatically updates on each page the asset was placed on. Assets can be shared across sites, or locked to a single site.

### 5.2.5 CMS has an integrated image editing tool.

Omni CMS includes a integrated image editor allowing resize, crop, rotate, and optimizes for mobile. Omni CMS also offers Image Size Sets, where a single image can be uploaded, and multiple sized images are created automatically.

### 5.2.6 CMS allows copying/pasting from Microsoft Word and support cleanup of formatting characters and proprietary coding.

Omni CMS allows copy and pasting from Microsoft Word, Excel and other office applications. Our Clean Paste feature strips out unwanted formatting and cleans MSO code as copy is pasted into the editor.

### 5.2.7 Users can search to find existing reusable content.

Global search searches your Omni CMS account for reusable content, components, dynamic content, calendar events, users, files (text-based, images, media, and other binary files), assets, groups, folders, etc.

### 5.2.8 CMS support editor's ability to do site-wide search for words or phrases for the purpose of making site wide edits.

The Find and Replace feature in Omni CMS allows an administrator to use searches to locate, preview, and replace plain text, HTML, CSS, and other underlying code across an entire site or select directories. Users can quickly preview the outcome of a find/replace operation prior to applying any changes. Find and Replace automatically ties into the Omni CMS version control system, allowing users to undo the last find/replace action if necessary.

### 5.2.9 CMS allows a user to update a URL and have that update reflected in all references to the URL.

Omni CMS comes with a Dependency Manager feature that allows for URLs to be updated, and all references to the link are updated.

The Omni CMS Dependency Manager retains information about internal hyperlinks (i.e., links to pages that are under management in Omni CMS), and ensures that such links are always up-to-

date. If a web page is later renamed or moved within Omni CMS, the Dependency Manager will check all pages with that link and automatically adjust links to match the new file name. The system will then give the user an opportunity to re-publish the affected pages. If a page is deleted in Omni CMS, the Dependency Manager will present a list of any other pages that contain links to the newly deleted page and request further action.

#### 5.2.10 CMS support self-governance of content by allowing content creator/editor to check for: Valid links (internal and external) Semantic document structure Accessibility Spelling Missing critical SEO elements File-naming conventions

The Omni CMS Page Check and Final Check features enforce strict spelling, hyperlink relevancy, W3C compliance, and accessibility standards. Page Check allows all four checks (or any combination thereof) to be performed on-demand by a user with appropriate permissions at their discretion, while the Final Check feature allows administrators to automatically enforce checks at publish time. Administrators also have the

option to prevent users from publishing a page or scheduling it to publish until errors are corrected.

Spell Check supports five languages: English, Spanish, French, Italian, and Portuguese, each with a customizable dictionary that can be updated by users. Spelling can be checked while editing in the WYSIWYG Editor or by using the Page Check or Final Check features.

Link Check feature validates all hyperlinks on a page, including links to pages outside the university domain. Link Check creates a report for the user that lists both valid and broken links.

W3C Validation ensures that all HTML/XHTML code complies with current W3C standards. The feature displays a detailed description of the problem, including the source code in question and suggested corrections.

Accessibility Check feature validates web pages for Section 508, WCAG 1.0 or 2.1 (Levels A through AAA), BITV 1.0 (Level 2), or Stanca Act accessibility guidelines and classifies the results into one of three categories: "Known Issues," "Likely Issues," and "Potential Issues." Each result

displays a detailed description of the problem, including the source code in question and suggested corrections.

SEO elements such as meta tags, titles, keywords, can easily be edited by content editors, and the Omni Insights checks these things for best practices.

Administrators can defined file naming conventions, and Omni CMS will enforce them.

#### 5.2.11 CMS allows previewing of how published pages will render on PC, tablets, and mobile devices.

Omni CMS allows users to edit and preview their content for multiple display formats, including desktop, tablet, and phone. The Multi-Browser Preview feature allows users to preview exactly how a page will look in various different browsers, operating systems, and mobile device combinations, even before the page is ever published. Users can select up to 25 browsers and/or platforms (including desktop, tablet and phone) on which to preview a page.

#### 5.2.12 CMS supports ad-hoc navigation modules such as "see also", "quick finder" and tabbed navigation links.

Ad-hoc navigation modules such as "see also", "quick finder" and tabbed navigation links can be created and dropped onto pages in Omni CMS.

#### 5.2.13 CMS supports embedding of multimedia content by page editors.

Omni CMS supports embedding of multimedia content by page editors.

#### 5.2.14 CMS allows non-technical users to create pages that display data from a back-end data source.

Omni CMS allows non-technical users to create pages that display data from a back-end data source. For example, Faculty Directories and Course Catalogs are two examples of pages that display data from back-end sources.

#### 5.2.15 CMS provides means for integrating and publishing newsletters.

Omni CMS can publish newsletters as web pages, PDFs, or emails.

With our Email Campaign Manager (ECM), you will be able to effectively communicate with your target audience through automated emails. Email Campaign Manager allows you to easily create, send, and manage targeted and personalized marketing emails directly within Omni CMS. Some of the features of ECM include:

Personalized and mobile-friendly templates that are readable on any device that allow you to send out targeted and personalized email;

Delivery optimization providing testing against popular spam filters and firewalls, so you can ensure that your messages are reaching your target audience;

A/B Testing to find the right message for your target audience; Analytics and reporting about message preferences and performance;

List management for maintaining clean data lists and staying compliant with anti-spam laws.

#### 5.2.16 CMS automatically displays the last page-published date within the page content.

Omni CMS can be configured to display the last page-published date within the page content.

#### 5.2.17 CMS automatically creates XML site maps.

Omni CMS can automatically generate an XML sitemap

### 5.2.18 CMS automatically creates index navigation pages that display a topical hierarchy.

Omni CMS can automatically create index navigation pages that display a topical hierarchy.

### 5.2.19 CMS allows users to create online forms, and validation criteria can be applied to the form fields.

Omni CMS includes a tool for creating and managing forms at no additional cost. The easy-to-use forms builder tool includes a drag-and-drop interface that allows your users to quickly build and deploy forms. The Omni CMS form builder allows the user to select from various form input elements, including single line text, multi-line text, radio buttons, checkboxes, drop-downs, and multi-select. Form submissions are collected and can be viewed and exported. Emails can also be sent containing the submitted form values.

### 5.2.20 Support for audience targeting or segmenting

Omni CMS includes built-in personalization that can be used across the student lifecycle to provide a highly relevant website experience, and to drive action.

With personalization you can track users by Repeat Visits, Pages Visited or Geolocation, to serve them relevant content in the form of variable Content Blocks (made of basic HTML/CSS), Dynamic Copy/Messaging or displaying Specific Page. Omni CMS personalization integrates with CRMs to expand the experience into custom segments.

This kind of personalization can be used in a myriad of ways. Here are just a few examples:

- Building Urgency – When a prospective student visits your home page the first time, they are served up a default message. Later, when they visit a second time, an application due message can be displayed. And, if they visit additional times, but have not clicked the “apply now” button, you can display a message urging them to schedule a personal meeting to help them through the process.
- Building Relevancy - In this strategy, you can use Dynamic Text to provide relevancy to what subjects the student has explored on the website. If the user has visited the Biology department page on a prior visit, you can display messaging or images related to biology the next time they visit.

- Location related calls to action – You can display content to the user based on their location. Whether that is a redirect to an out of state tuition page, or an announcement that you'll be at a college fair in their area in the near future, you can call attention to information that will be of interest to the student.

## Design and Templates

### 5.3.1 All webpages must be device independent – usable on a wide range of screen sizes and functional on desktop PCs, laptops, tablets and mobile devices.

The content and template structure utilized by Omni CMS facilitates responsive design, allowing content to be rendered to multiple desktop and mobile environments.

Omni CMS includes a built-in resizing tool for images using the image size sets feature. Image size sets can be applied to folders to create copies of an image according to specifications of the image size set. This feature allows administrators to set the correct dimension for use with responsive and mobile-friendly page designs that require different sizes of the same image to be loaded depending on the layout.

Our professional services team can provide guidance and resources for developing additional mobile templates if needed. Many Omni CMS clients have used third-party responsive frameworks such as Bootstrap and Foundation and found them to be highly effective in upgrading site designs.

### 5.3.2 Web pages must be flexible and suitable for standard or widescreen monitors and not require, or rely, on the use of HTML tables for page layout.

The content and template structure utilized by Omni CMS facilitates responsive design, allowing content to be rendered to multiple desktop and mobile environments. Omni CMS supports responsive templates. Responsive design is achieved in Omni CMS templates using CSS3 Media Queries, JavaScript, or frameworks such as Bootstrap or Foundation, and not using HTML tables for page layout.

Omni CMS includes a built-in resizing tool for images using the image size sets feature. Image size sets can be applied to folders to create copies of an image according to specifications of

the image size set. This feature allows administrators to set the correct dimension for use with responsive and mobile-friendly page designs that require different sizes of the same image to be loaded depending on the layout.

#### 5.3.3 CMS supports the complete separation of content from design (CSS and html).

Omni CMS separates content from design. Templates contain the styling and design, and the pages contain the content. This allows design changes to be applied to templates, that are then applied to multiple pages without having to edit each page.

#### 5.3.4 Templates can be built within the CMS using drag and drop functionality.

Omni CMS allows Loyola's users to be flexible with the template design. Omni CMS provides an environment where users can drag and drop components and page elements to change page layout and design. In addition, Omni CMS templates utilize "page parameters" that allow users to change the page layout, enabling/disabling regions, columns, rows, and other functionality through a simple point and click interface.

#### 5.3.5 CMS supports the ability to create a new template or design by modeling it on an existing template or site.

Omni CMS has the option to copy existing templates, or clone an entire site, allowing the creating of new templates/designs/sites based on an existing design.

#### 5.3.6 CMS supports a page template library from which permissioned users can select a new page type.

Omni CMS uses the concept of a Template Library, allowing you to control the permissions of users to select new page types. You can also define groups of templates into a Template Group, and apply this group to various sections of a site, allowing you to tailor the page type choices available to users.

### 5.3.7 Templates can be imported from outside the CMS.

Omni CMS templates are based on HTML and CSS, allowing templates and designs to be imported from outside the CMS.

## Navigation

### 5.4.1 Navigation must present a consistent and intuitive look and feel across the entire site for both casual and focused users. It must facilitate easy access to current information.

Navigation of a website will be dictated by the design. Omni CMS will support any design and provide the navigation desired by the school.

### 5.4.2 CMS provides a WYSIWYG capability to maintain site navigation.

With Omni CMS, navigation is easily updated or rearranged at any time by users with the appropriate permissions using a WYSIWYG or Drag-and-Drop tool.

### 5.4.3 CMS provides out-of-the-box breadcrumb capabilities to include in the site.

Omni CMS has out of the box capabilities to generate breadcrumbs based on site structure and content, with the ability for content editors (with permission), to override and curate the text when appropriate.

### 5.4.4 CMS provide the ability to create lists of pages based on directory, tag or category that update automatically as new content is created.

Omni CMS has the ability to create lists of pages based based on directory, tag or category that update automatically as new content is created.

### 5.4.5 CMS provides support for mega-menus.

Omni CMS provides support for mega-menus.

For example:

<https://www.ncmich.edu/>

<http://www.coahomacc.edu/>

#### 5.4.6 CMS supports role-based scope on who can create and edit main navigational modules.

Administrators in Omni CMS can define who can create and edit all content in Omni CMS, including main navigational modules.

#### 5.4.7 CMS provides out-of-the-box core site navigation.

Omni CMS supports automated generation of navigation for new content upon publication. Or, you can take a curated approach and manually build out the navigation. As users build content on a site within Omni CMS, administrators can create proper supporting elements automatically, including navigation, breadcrumbs, sub-navigation, and other needed "include" elements. Additionally, administrators can select static navigation to appear on all website pages.

Navigation is easily updated or rearranged at any time by users with the appropriate permissions using a Drag-and-Drop tool.

#### 5.4.8 Content editors add "related link" navigational elements defined by content metadata or tagging

Omni CMS includes tagging functionality, and this can be used to create "related link" navigation elements.

## Privacy and Confidentiality

5.5.1 Describe how Vendor's implemented design safeguards student privacy and confidentiality as stipulated by the Family Educational Rights and Privacy Act (FERPA).

The design of the website, as it pertains to protecting student information, is separate from the CMS. The CMS does not store or record any confidential information as stipulated by FERPA. Omni does integrate with systems that this does apply to, but the CMS doesn't fall under FERPA regulations.

## Integration

5.6.1 Describe how Vendor's system and solution provides ability to integrate third party applications on a page (e.g. PeopleSoft, staff directory, calendar, Siteimprove, Trumba)

Omni CMS allows integration with any third-party web service or application that supports an open data exchange protocol (e.g., XML, REST). For example, you can use this to bring program and directory data by importing XML data from PeopleSoft.

## Secure Areas

5.7.1 Describe how Vendor's solution provides for a website that allows for secure areas of website content

Omni CMS supports password protected websites using standard web server authentication methods. For example, you may want to protect a website using your SSO, or AD systems.

## Meta Data Management

5.8.1 CMS supports the assigning of metadata to pages by content editors.

As for metadata, there are multiple ways for it to be included in Omni CMS. Metadata can be built into the template and applied to all pages, users can select from a pre-defined list using checkboxes, or, users can type in their own custom metadata.

Default metadata fields are built into the New Page Wizard, allowing users to fill in the necessary information whenever they create a new page on Omni CMS. Metadata entry can be enforced as part of the template and administrators can give content editors the ability to select from

defined lists of metadata options or type in their own. After a page is created, metadata can be put into custom fields in the Page Properties area of each page. Page Properties provides access to edit metadata on each page

#### 5.8.2 CMS allows for meta-data tagging using the schema.org taxonomy.

Omni CMS allows for meta-data tagging using the schema.org taxonomy. This is part of a standard implementation into Omni CMS.

#### 5.8.3 CMS provides both open ended "tag lists" of pages, as well as a controlled hierarchy of "categories" for site visitors to select from.

Omni CMS supports this, and Modern Campus would work together with the front end design to implement.

#### 5.8.4 Tags and categories lists can be used across all site content, from blog posts, to landing pages and other pages to best promote click through from one page to the next.

Omni CMS includes Tag Management, content contributors can apply tags to files (pages, images, documents, and other binaries), folders, assets, and RSS items. Tag Management provides administrators with a simple interface to manage and determine the availability of tags applied to content. Administrators can automatically apply tags to all content within a folder or limit the selection of tags on a per-folder basis. Tags are account-wide and available for all sites.

#### 5.8.5 CMS provides for the use of a controlled vocabulary for metadata attribute values by content editors.

Omni CMS provides for a controlled vocabulary for tags/meta data. You can create fixed or filtered sets of tags that can be selected and applied by content editors.

### 5.8.6 CMS supports the creation, management, and use of metadata site-wide.

Omni CMS allows metadata to be applied various ways. It can be built into the template and applied to all pages, users can select from a pre-defined list using checkboxes, or, users can type in their own custom metadata.

Default metadata fields are built into the New Page Wizard, allowing users to fill in the necessary information whenever they create a new page on Omni CMS. Metadata entry can be enforced as part of the template and administrators can give content editors the ability to select from defined lists of metadata options or type in their own. After a page is created, metadata can be put into custom fields in the Page Properties area of each page. Page Properties provides access to edit metadata on each page

## SEO and Search

### 5.9.1 Website design must maximize search engine results.

As noted previously, Omni CMS is design agnostic and can support any design that a school requires. There are tools to help you monitor SEO, but designing the site to maximize SEO will be up to the school and any designer they hire.

### 9.9.2 CMS provides an integrated search tool.

Modern Campus offers Omni CMS Search for searching content on the published site.

Omni CMS Search allows you to index all the data you want website visitors to find. Beyond web pages, Omni CMS Search can index content from dozens of file formats including PDFs, MS Office documents, databases, SharePoint sites, and even links generated by JavaScript. Indexing occurs as often as preferred, ensuring up-to-date search results every time.

Site visitors enjoy features such as query autocomplete, alternate word suggestions, "best bet" search results, parametric (filtered) search, and the ability to sort results by date or relevance. Administrators can divide content into categories such as Admissions, Athletics, etc., allowing visitors to quickly narrow their searches and find the information they want. The interface can be

customized to match your institution's branding and administrators can take advantage of robust report generation to track visitor search behavior.

Omni CMS Search can be included as part of your Omni CMS implementation. Our Professional Services team will configure Omni CMS Search to meet your needs and match the styling of your website.

5.9.2 Integrated search tool provides ability for users to filter results according to content source (e.g. webpages, documents, blogs).

Omni CMS Search provides filtered search results by attributes including content type. Content type can be filtered by targeting file type (webpages, documents, blogs, etc.).

Omni CMS Search also offers dynamic parametric filtering. This allows the user to narrow the results by content source and other attributes.

5.9.4 The CMS search tool can be configured to limit scope to certain criteria such as physical file location or metadata.

The scope of criteria searched (physical location, metadata, etc.), and it's priority, can be configured in Omni CMS Search.

5.9.5 Search results can be configured to display in specific sorting order, e.g. web pages before linked-to documents.

Omni CMS Search allows for the configuring of sorting (e.g. web pages before documents/pdfs).

#### 5.9.6 CMS provides the ability to create and track URLs that are keyword, search and user friendly.

Omni CMS creates urls that are keyword, search and user friendly. Content editors can also create redirects and vanity URLs through a simple UI.

#### 5.9.7 CMS provide marketers with the ability to retain URLs when changes to page location are made to avoid broken links from search engines.

URL links in Omni CMS are maintained when content files are moved to a new directory. The Omni CMS Dependency Manager retains information about internal hyperlinks (i.e., links to pages that are under management in Omni CMS), and ensures that such links are always up-to-date. When a user inserts a hyperlink to another page on the site, Omni CMS will check all pages that link to it and automatically adjust links to match the new file name or location. All the files that link to a moved or renamed file or directory are automatically republished to maintain the correct link.

Omni CMS allows redirects, vanity URLs, etc. to be created through a simple UI. Modern Campus also recommends the use of a custom 404 (page not found) error page, that gives the website visitor helpful options.

## **Analytics**

#### 5.10.1 CMS provides out-of-the-box integration to analytics platforms.

Omni CMS provides out of the box integration with analytics platforms.

#### 5.10.2 The analytic tool provides basic reporting available to content editors to better understand the value of their own content.

Omni CMS offers a Google Analytics dashboard that provides key metrics, helping content editors better understand the value of their content.

### 5.10.3 CMS analytic tool enables grouping by multiple IP addresses.

Omni CMS leverages Google Analytics, and this would be controlled there using filtering.

### 5.10.4 The analytic tool allows marketers to determine how content publishing activity impacts site traffic.

The Omni CMS Google Analytics dashboard shows key metrics over time, compared to all updates over time, so marketers can determine how content publishing activity impacts site traffic.

### 5.10.5 The analytic tool supports determining where on the site to publish new content.

Omni CMS integrates with any javascript-based analytics tool. Google Analytics, for instance, will report on content gaps to show what users are searching prior and during their visit to your website or what pages have high bounce rates, indicating a content problem.

### 5.10.6 The analytic tool allows content owners to determine how frequently to update or create new content based on site traffic goals.

Omni CMS integrates with any javascript-based analytics tool. Google Analytics, for instance, will report on content gaps to show what users are searching prior and during their visit to your website or what pages have high bounce rates, indicating a content problem.

## Site Administration

### 5.11.1 A site administrator can create custom roles and associate users to roles through an administrative interface.

Yes. Omni CMS has 11 user levels that are grouped around user roles (e.g., contributors, editors, designers, approvers). Users in Omni CMS have access to different features based on their user role, which includes access to different elements of the user interface. For example, if an

editor has access to edit a page, Omni CMS will identify the areas that are editable by this user. If the editor does not have permission to edit an area, the edit button will not appear. In

addition to the ability to customize each user level, administrators can also customize the functionality available to each individual user.

#### 5.11.2 CMS can support single user permissions.

Omni CMS can support single user permissions.

#### 5.11.3 CMS supports publishing content to multiple sites.

Omni CMS supports publishing content to multiple sites.

#### 5.11.4 Granular permissions can be applied to specific objects, such as areas of pages, specific content stores, asset libraries.

Permissions in Omni CMS can be very granular. Permissions can be applied to sites, sections, pages, areas of pages, assets libraries.

#### 5.11.5 The CMS can provide custom reports to monitor site QA to both editors and site admins, e.g.: • Broken links, • Misspelled words, • Content freshness • Accessibility

Omni CMS administrators can generate instant custom reports on the following topics:

- Users
- Groups
- Pages
- Directories
- Sites
- User Activity
- Pages in Process
- Pages Scheduled to Publish and Expire
- Stale Pages
- Recently Edited Pages

- Recently Published
- Pages Analytics Data

Each report has additional options whereby additional criteria can be included, such as the ability to enter a date range or delimit the report by publish target. Each option can be chosen to be included in the report by selecting the checkbox for the option. For example, the users report includes the user name and user level as well as the date of last login. Each custom report can be exported as a CSV file.

Administrators can also check individual pages managed by Omni CMS to determine if they are orphaned through Custom Reports.

Omni CMS includes a built-in accessibility check to ensure ADA compliance. The Omni CMS Accessibility Check feature validates web pages for Section 508 and WCAG 1.0 or 2.1 (Levels A through AAA) accessibility guidelines and classifies the results into one of three categories: "Known Issues," "Likely Issues," and "Potential Issues." The Accessibility Check identifies all potential accessibility issues, including missing meta tags and tags. Each result displays a detailed description of the problem, including the source code in question and suggested corrections.

In addition to the built-in accessibility check, our Omni CMS Insights module fully integrates with the CMS to regularly monitor a website's health for adherence to standards and regulations related to accessibility. Omni CMS Insights continually performs a thorough analysis of a website and reports on accessibility issues as well as broken links, misspellings, and search engine optimization suggestions. The tool sends regularly scheduled emails to CMS administrators with an overall site score, along with a link to a detailed report showing recommended actions. Because of its integration with Omni CMS, Omni CMS Insights provides CMS administrators and users the ability to fix problems directly from the report. Insights includes both site-wide and page-specific reporting. Site-wide reports give a comprehensive assessment while page-level reports highlight page-specific areas of concern. Insights can be configured to run as often as daily and scan as many pages as desired on the production server, even those not managed in Omni CMS.

#### 5.11.6 The CMS supports auto-generated file names based on website structure, web content taxonomy position, or other mechanism.

Omni CMS supports auto-generated file names based on website structure, page titles, and other mechanisms.

#### 5.11.7 CMS provides a development environment where content can be promoted to the production environment easily

Yes, the Omni CMS CMS is by default a staging server, separate from the production server. The staging server is not public-facing, while the production server is. The Omni CMS staging server can be used to create, edit, and preview content prior to publishing it to a production server. Unlimited additional publish target servers can be configured (Dev, Test, QA, etc.) at no additional cost.

## Workflow and Governance

#### 5.12.1 CMS provides the ability to define workflows through an administrative interface.

With Omni CMS, Workflow Management is supported out of the box. Omni CMS supports a customizable workflow for editorial and approval processes. This workflow is fully customizable down to a user basis. Administrators can change each user's designated approver or set up a hierarchal structure of workflow. A workflow for a given page is created in the page properties by setting the approver for a given page. The approver will receive all requests for publishing on the page from those that have permission to edit that page.

#### 5.12.2 Workflow allows role permissions at individual steps.

Administrators can add multiple users to the workflow and create multiple approval steps.

#### 5.12.3 CMS supports multiple workflows to support multiple sites or sections of the site.

CMS supports multiple workflows across multiple sites or sections of the site.

5.12.4 Workflow can be highly granular, meaning that workflow could be defined for a specific page.

Omni CMS offers a highly granular, customizable workflow process. These workflows can be applied to a site, a section, an individual page, even a section of a page.

5.12.5 CMS provides automatic notification to users and roles when there is content for review.

Omni CMS provides automatic notifications for workflow items, reminders, and general messages are handled through the Omni CMS workflow mailbox and/or the users approver's regular email.

5.12.6 Creation of workflows can be limited to only system administrators.

Creation of workflows in Omni CMS are limited to system administrators.

5.12.7 CMS provides a full revision history of changes made to pages and who performed them.

Omni CMS maintains a history of changes to content. Every time a page is published, the Omni CMS creates a new version, and users can roll back changes easily. Rollback is simple and easy and can be done on a page, or site basis at any time. The Log functionality in Omni CMS keeps a record every time a page is saved or published, allowing for the tracking of every change logged overtime by users.

### 5.12.8 CMS allows older versions of content to be promoted to the live site

Omni CMS keeps every published version of pages, and any older version can be promoted to the live site.

## System Administration and Custom Programming

### 5.13.1 Existing user logins and directory systems (LDAP, Active Directory) can be used for authentication.

Omni CMS users can be authenticated using either CAS, LDAP, or Active Directory.

### 5.13.2 CMS can be decoupled from the web server.

Omni CMS is decoupled from the web server.

### 5.13.3 Different sites can be published to different web servers.

Omni CMS allows unlimited sites, servers and publish targets. It allows different sites to be published to different web servers. Administrators can set permissions of who can publish to which server.

### 5.13.4 CMS supports development of custom modules and/or controls in the IDE of the developer's choice.

Omni CMS offers a full set of APIs that can be leveraged to create custom modules and plugins. Developers can use the IDE of their choice.

## Training and Support

### 5.14.1 In-depth training available to content editors, site administrators, and system administrators.

Modern Campus's Training team gives you and your staff the information needed to manage your website successfully using Omni CMS. Our training sessions and resources for Omni CMS empower your staff for everyday use and promote best practices.

### Personalized Remote Training

The purchase of Omni CMS includes remote training via personalized webinars for your web CMS administrators and end-user trainers. Your training takes place from within your new implementation of Omni CMS, which includes the templates requested during implementation. Our remote training gives your administrators the resources to effectively manage your new CMS solution. With our Train-the-Trainer webinar, your staff will understand how to utilize Omni CMS features respective to your institution's needs. Upon completion, attendees will be equipped with best practices on creating learning material for future training sessions. Initial training generally takes place over a four-day period and is divided into three 3-hour sessions and one 2-hour session. The first session is a train-the-trainer section that gives your staff the knowledge, expertise, and resources to train your end users. The second session covers administrator functionality, including how templates are built. The third session continues administrator training. The fourth session trains your staff on how to use the image galleries and forms functionality.

### Monthly Orientation Training

Modern Campus offers monthly orientation training for all customers. These sessions provide an overview of how to use Omni CMS and are open for anyone to attend, whether you are a new user who needs an introduction to the CMS or a returning user who could just use a refresher. The training lasts about two hours. This training takes place in an Omni CMS sandbox and will walk through the basic Omni CMS interface.

### Training Tuesdays

In addition to our remote training, we provide Training Tuesdays for our new and existing customers. We present a free, web-based training session on the last Tuesday of the month. This monthly event offers insight on the latest features of Omni CMS, as well as best practices for developing and maintaining your website. All of our Training Tuesdays webinars are archived and available to all users for viewing.

## Online Support

Omni CMS users can also complete supplemental training at their own pace by taking advantage of all the resources we have to offer, including: the Omni CMS LMS, our Online Support Center, the Omni CMS Community Network, Reference Guides, and short video tutorials.

## Reference Guides

Various end-user and reference guides are available in PDF format, including the Omni CMS End-User Reference Guide and the Omni CMS Administrator Reference Guide.

## Videos

Also available are a number of short video tutorials. The length of the videos ranges from about two to eight minutes and each is designed to provide detailed guidance about one aspect of using the Omni CMS interface, such as the image editor, publishing a page, or cleaning up messy code. They are also available for download in MP4 format.

## On-Site Training

Modern Campus can also provide on-site training sessions for your end users, administrators, and web developers at an additional cost. Our trainers guide your end users through the features of Omni CMS and how they will accomplish everyday tasks with hands-on training, empowering your team for a successful transition to Omni CMS. Reference guides, as well as access to our online resources, are provided for all End User Training attendees.

5.14.2 Training and documentation is provided for all levels of users: o system set-up, configuration and maintenance for system admin o Site administrators o Content creators/editors

Modern Campus provides training and documentation for all levels of users, from content editors to administrators, developers. Documentation is available for system setup, configuration and maintenance and more (see previous response 5.14.1).

#### 5.14.3 Vendor provide a method for creation, tracking, response and resolution to software issues.

Modern Campus provides technical support throughout the entire project. During your Omni CMS development, your Project Manager is available to help with any issues that arise, including any issues during migration. As you prepare to launch our site, Modern Campus is available to provide best practices and assist with any issues that come up.

Post-launch, our award-winning Customer Success team is available to help. Modern Campus provides access to our in-house support personnel. Support personnel are Modern Campus employees (not outsourced) and are fully trained Omni CMS professionals with web development and customer service backgrounds.

A typical support agreement allows your designated users to contact the Modern Campus support team members by phone and also offers web form and email contact points. Support issues are handled the same day that they are reported and are typically resolved with one phone call. Additional business user and technical services are provided 24/7 to customers in the form of the following: Complete online product documentation manual; Quick reference materials; Tutorials; Printable training guides and workshops; Best practice documentation; Webcasts on technical features and web best practices; FAQs; Video tutorials; Free technical white papers.

#### 5.14.4 CMS provides support for security such as: https, SSL and CDN

Omni CMS supports web security such as HTTPS, SSL and CDN. It is recommended that websites are entirely run over HTTPS.

## End User Features

#### 5.14.1 CMS provides a way for template designers to add functionality which gives end users the ability to adjust to larger/smaller font sizes.

Omni CMS allows designers to add functionality to increase/decrease font sizes.

#### 5.14.2 CMS provides end users the ability to print printer-friendly pages.

Omni CMS provides end users the ability to create print-friendly pages, as well as PDF versions of pages.

#### 5.14.3 CMS provides multi-language support

Yes. Omni CMS provides different methods for providing translation into multiple languages on your website. One method would be to use a third-party tool to translate content on the fly. Another method would be to have content that is curated and written by various content editors in each language; the website visitor can then select his/her desired language and the page will switch to the appropriate content.

## 2 Pricing

| Omni CMS SaaS Solution        |           |          |             |
|-------------------------------|-----------|----------|-------------|
| Annual License & Support Fees | Y1        | Y2       | Y3          |
| 10 Users                      | \$ 7,500  | \$7,875  | \$8,268.75  |
| 25 Users                      | \$ 17,000 | 17,850   | \$18,742.50 |
| 50 Users                      | \$ 21,500 | \$22,575 | \$23,703.75 |
| 100 Users                     | \$ 27,000 | 28,350   | \$29,767.50 |
| Unlimited Users               | \$ 30,500 | \$32,025 | \$33,626.25 |

Annual license **includes** the following modules:

- Faculty Directory,
- Calendar,
- Blogs, and
- Emergency Alerts.

### Training:

Personalized Webinar-based Training: Administrator and End-User Trainer training sessions using Washington State Board for Community and Technical Colleges' templates and features requested during implementation

- Washington State Board for Community and Technical Colleges is provided with a recording of their sessions for future reference
- Customized user guides are also provided

Included  
with License

### Customer Support

#### Standard Support

- Unlimited Support tickets by phone, email, or web form
- Access to online Support Center and Knowledge Base
- Membership in the Omni CMS Community Network
- Access to Omni CMS Learn Management System
- Developer Assistance Plan (5 Hours)

\$6,000

### Pricing Table: Total price includes 5% annual increase for Omni CMS license

Changes in the project scope may result in a scope change, which will likely impact the project cost.

Once Community and Technical Colleges have decided on Omni CMS, we will have an in-depth scoping call with your team during which we will discuss all your needs in order to develop a detailed Statement of Work.

Current Omni CMS customers will remain in their current contractual pricing, unless this new pricing provides a greater savings opportunity. Current customers can review the option to stay in current contract pricing or move to new pricing with their Modern Campus Account Manager.

Modern Campus reserves the right to negotiate any pricing listed in this document with individual schools.

## Omni CMS Implementation, Migration and Module Implementation Pricing

### Implementation Guided Tiers

#### Standard Static Page Layouts:

|          |     |
|----------|-----|
| Homepage | Yes |
|----------|-----|

|               |  |
|---------------|--|
| Interior Page |  |
|---------------|--|

|                                      |     |
|--------------------------------------|-----|
| <b>Additional Basic Page Layouts</b> | 1-5 |
|--------------------------------------|-----|

|                                        |       |
|----------------------------------------|-------|
| <b>Basic Design Elements (maximum)</b> | 10-18 |
|----------------------------------------|-------|

|                                           |     |
|-------------------------------------------|-----|
| <b>Advanced Design Elements (maximum)</b> | 6-8 |
|-------------------------------------------|-----|

#### Standard Pages (based on Interior Page layout)

|                     |     |
|---------------------|-----|
| Search Results Page | Yes |
|---------------------|-----|

|                |  |
|----------------|--|
| A-Z Index Page |  |
|----------------|--|

Sitemap Page

404 Page

**Installation of Data Management Core (DMC) with outputs for:****Newsroom**

Newsroom Homepage

News Listing Page

News Article/Detail Page

**Faculty Section (No 3rd party integration)**

Yes

Faculty Listing Page

Faculty Profile Page

**Program Finder (No 3rd party integration)**

Program Listing Page

Program Detail Page

**Notification Bar (Alert)**

Yes

**Implementation Fee****\$20,000-  
70,000**

| <b>Additional Services</b> | <b>Description</b>                                                                                                                                | <b>Cost</b> |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Multi-Site Setup*          | Ability to add multiple Omni CMS sites (domains/subdomains on production) that may share common layouts or have completely independent resources. | TBD         |
| Custom Microsite*          | Custom elements (e.g., headers and footers) shared in small sections of websites, usually limited to a max of 10 pages                            | TBD         |
| Intranet*                  | Internal site with static pages managed by Omni CMS.                                                                                              | TBD         |

Production server separately configured to limit access to pages to appropriate people, groups, etc.

Portal functionality not included.

|                |                                                                                                                                                                                                                                                                                                                                |                                                                  |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| Design Studio* | Frictionless & Dedicated Design Services. Whenever your institution needs external design support, let our experts help you – with a full understanding of your Modern Campus product, we will provide the best solution that your team can adopt, customize and scale easily.                                                 | TBD                                                              |
|                | <ul style="list-style-type: none"> <li>• Website Redesign and Consultation</li> <li>• Landing Page or Program Page Designs</li> <li>• Existing Template Updates</li> <li>• Design Library Implementation</li> <li>• Lift and Shift Webpage Conversion</li> <li>• Design Partner Recommendations for Larger Projects</li> </ul> |                                                                  |
| Design Library | Several pre-built, website design layout templates. Ideal for schools that wish to do a redesign of their existing site, but don't have the budget, resources, and/or time to take on a full redesign.                                                                                                                         | Template Library:<br>\$10,000<br><br>Implementation:<br>\$20,000 |

*\*Scope definition required to finalize pricing for additional service options*

| Modules and Options | Description                                                                                                                                                                                                                                                       | Implementation Fee | Annual Fee |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|
| Omni CMS Insights   | Get continual reports on key areas of your site's health outside of the publishing workflow, including SEO, accessibility, links, and spelling. Implementation includes configuration of Insights settings to scan a single site in Omni CMS. Up to 20,000 files. | \$0                | \$7,500    |
| Omni CMS Search     | Access to Omni CMS Search admin panel<br><br>Configuration of new search profile created on the Omni CMS Search appliance. Implementation includes standard Search                                                                                                | \$0                | \$7,500    |

|                                 |                                                                                                                                                                                                                                                                                                                                                                                 |          |          |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
|                                 | Results page output, including parametric filtering capabilities based on customer-tagged pages (utilizing the Omni CMS Tag Management system). Customization of customer provided search form HTML to submit search queries to the Search Results page.                                                                                                                        |          |          |
| Omni CMS Blogs                  | Build powerful connections with students, parents, faculty, and alumni through your blog using the same great functionality found in Omni CMS Blogs. Up to 100,000 files.                                                                                                                                                                                                       | Included | Included |
| Omni CMS Calendar               | Keep your website in sync with all the non-stop campus activity through a fully interactive calendar that can be easily shared and filtered. Implementation includes a) calendar installation and theming based on Helios default theme combined with customer Header, Footer, and CSS, and b) custom parsing scripts to display events in two locations on the public website. | Included | Included |
| Omni CMS Email Campaign Manager | Create, send, and manage your responsive newsletters, announcements, promotions, and other important marketing campaigns with ease and certainty. Implementation includes standard email template creation.                                                                                                                                                                     | \$5,000  | \$15,000 |
| Omni CMS Emergency Alerts       | When an unforeseen event occurs, quickly create a custom emergency announcement and prominently display it on your site for everyone to see. Implementation includes<br><br>customized front-end output with predefined options available for configuration.                                                                                                                    | Included | Included |
| Omni CMS Faculty Directory      | Enable your faculty to update their profiles with ease using form-like templates and have consistency throughout your directory.                                                                                                                                                                                                                                                | \$1,500  | Included |
| Omni CMS Course Catalog         | Guarantee your student body an accurate, timely, and readily accessible online course catalog managed by Omni CMS Inherit basic features of Interior and Section templates from main implementation. Implementation includes integration with 3rd party XML data.                                                                                                               | \$0      | \$5,000  |
| Campus Map                      | A turnkey and completely customizable map that creates a virtual tour of your campus. Interactive Campus Map Platform.                                                                                                                                                                                                                                                          | \$0      | \$5,000  |

Optional Map Illustrations: 2D Vector, 3D Vector, 2D Vector \$2,700 Not Applicable  
3D Raster, 3D Sketches. One time cost.

3D Vector \$14,000

3D Photorealistic  
\$15,000

3D Sketches  
\$17,000

|                        |                                                                                                                                                     |       |                  |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------------|
| Web Hosting            | Hosting of the production website through Databank.                                                                                                 | \$700 | \$7,500          |
| Known Personalization  | Personalization based on known contacts.<br>Pricing based on FTE.                                                                                   | \$0   | \$6,000-\$12,000 |
| Modern Campus Pathways | Go above and beyond program finders and pathways and bring in career data including salaries, labor market data, and more. Annual fee based on FTE. | \$0   | \$8,000-\$20,000 |

Content Migration

Our Professional Services team converts your existing website content for use within Omni CMS. Services include configuration of automated migration scripts/tool, processing of customer-

provided content, upload to Omni CMS, and final QA based on customer feedback/collaboration.

| Migration Options      | Description                                                                                                                                                                                                                                                                                                                    | Price               |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Small Migration        | Content Load Site for content rewrites, or Shell Site to create initial pages ready to accept content.                                                                                                                                                                                                                         | \$3,000 - \$4,000   |
| Medium Migration       | Scripted migration from a single customer-provided data source, such as an XML data export, or from a screen scrape with up to 4 targeted screen layouts. Includes migration from existing news feed to Omni CMS tags. Includes optional migration of binary files (images, pdfs, etc.) that are targetable on existing pages. | \$15,000 - \$18,000 |
| Large Migration        | Scripted Migration from a screen scrape with 5 or more targeted screen layouts from one or multiple sites. Includes migration from existing news feed to Omni CMS tags.                                                                                                                                                        | \$30,000 - \$36,000 |
| Self-Service Migration | Includes optional migration of binary files (images, pdfs, etc.) that are targetable on existing pages.<br>Self-service includes content rewrites, manual migration (copy/paste of existing content into Omni CMS), or customer uses Omni CMS's public GitHub code for migration. Customer populates all pages with data.      | \$0                 |



# Omni CMS —

## Developer Assistance Plans

22, 2022

Our Developer Assistance Plans provide a bundle of discounted hours (\$750/hr) that can be used to have us make incremental, minor to moderate changes and updates to your site(s). Hours can also be spent for project guidance and consultations. Unused hours will expire at the end of the contract year and do not roll over to future years. Work requests and progress updates will be handled through our HelpDesk system for streamlined processing and easy access.

## Developer Assistance Project

- Consultations for projects and best practices
- Implementing customer provided design
- Template file customizations
  - ex: Change default content
  - ex: Update access permissions
  - ex: Add images subfolder when creating new
- Navigation updates/
- LDP Gallery updates/
- LDP Form
- News/Events script updates/
- Components | Snippets/ Assets
- Implementing 3rd-party
- External alert system
- External news/events
- Social media
- Small Design Studio projects that require less than 10 hrs/project
  - ex: Existing design
  - ex: OCR remediation

**20 Hour Plan - \$3,000**

**40 Hour Plan - \$6,000**

Plans are optional and billed annually on an auto-renewing basis. Allotted hours do not carry over to subsequent years, and must be used within 12 months from Contract Start Date. Projects undertaken through a Developer Assistance Plan are limited to one open project per customer at a time, with a max of 10 hours per project. Projects that require more than 10 hours of work will require a formal scope review and will be billed at standard Professional Service rates (\$200/hr). After plan hours are depleted, additional change project hours billed at Standard Professional Service rates, or you can buy another Developer Assistance Plan.

**800.362.2600 sales@moderncampus.co**