

Request for Proposals (RFP) No. 2097

Website Redesign Services



Date Issued: March 24, 2023

Response Closing Date / Time: April 24, 2023 @ 2:00 pm (PST)

Bidders are invited to provide information on products and services for the above-mentioned project by providing a response to this RFP and forwarding it to the address indicated in this document by the date and time prescribed.

NO FAX OR EMAIL PROPOSALS WILL BE ACCEPTED.

1. Background about Río Hondo College:

Río Hondo Community College District, hereinafter referred to as the District, was established in 1961. The District primarily serves residents of Whittier, El Monte, South El Monte, Pico Rivera, and Santa Fe Springs; residents of unincorporated Los Angeles County; and several cities outside District boundaries. The District provides transfer, vocational, and short-term courses for roughly 15,500 students. The District is fully accredited by Western Association of Schools and Colleges. The District is governed by an independent five-member board of trustees elected every four years by the voters of Los Angeles County. The Superintendent/President of the College serves as the Secretary to the Board of Trustees and is the District's Chief Executive Officer who is responsible for carrying out the policies approved by the Board of Trustees.

2. RFP Objective(s):

The District is seeking to award a contract to a qualified and creative firm to undertake the District's Website Redesign Services Project which includes, but not limited to, the following: Goals and Google Analytics Set up, Looker Dashboards, Usability Testing, Web Governance, Model Content Pages, Writing for the Web Workshops, Page Writing, Optimization and Migration, Media Services for the Web, and Support Services Filtering.

The District projects the following requirement for Page Writing, Optimization and Migration:

- 50 New Pages
- 70 Optimized Pages
- 1,300 Migration Pages

The District projects the following Media Services for the Web:

- 15 Edited Videos
- 75 Edited Photos
- 200 Raw Photos

The District projects the following Filtering Services for the Web:

- Create a means of helping students find specific support programs to meet their needs through a filtering service using categories of support offered such as book vouchers, housing security, transportation, or through a specialized search function, or both. Results will go to a detailed interior page for each support page. Solution will integrate with the College's WordPress website.

The District has allocated a budget not to exceed \$240,000.00.

The District would like the selected Consultant to submit all deliverables on or before December 31, 2023.

The District's goal is to submit a recommendation to the Board of Trustees for award on or before June 14, 2023.

The District will receive responses to this RFP and, if deemed necessary, may conduct

individual interviews in order to select firms, which, in the opinion of the District, are best suited to perform the services for the District as described in the Statement of Work (Exhibit A).

Bidder is hereby informed that this RFP is intended as an informal solicitation of Proposal only. It is not intended, nor is it to be construed as engaging in formal competitive bidding pursuant to any statute, ordinance, policy, or regulation.

3. Term:

The start of the term of the Agreement will be aligned with the awarded Bidder's proposed timeline, ending no later than December 31, 2023.

4. RFP Schedule:

The following are the schedule of events for this solicitation:

RFP Issued	March 24, 2023 (Fri)
Pre-Proposal Conference	April 6, 2023 (Thu) @ 10:00 AM (PST)
Last Day for Submission of Questions from Bidders	April 14, 2023 (Fri) @ 2:00 PM (PST)
Due Date and Time for Submission of Proposal	April 24, 2023 (Mon) @ 2:00 PM (PST)

5. Pre-Proposal Conference:

A non-mandatory pre-proposal conference will be conducted. Interested Bidder(s) can phone-in on any of the following options:

Join Zoom Meeting

<https://us06web.zoom.us/j/86513657456?pwd=R25QTVIZc3A0WVJSa1o1L0s2L25YUT09>

Meeting ID: 865 1365 7456

Passcode: 625133

One tap mobile

+16694449171,,86513657456#,,,,*625133# US

+16699006833,,86513657456#,,,,*625133# US (San Jose)

Dial by your location

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 719 359 4580 US

+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 646 931 3860 US
+1 689 278 1000 US
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 360 209 5623 US

Meeting ID: 865 1365 7456

Passcode: 625133

Find your local number: <https://us06web.zoom.us/j/86513657456>

6. Qualification Requirements:

Bidders should have experience with the ability to analyze, design, develop, and support website implementations.

Bidders should furnish satisfactory evidence of their ability to successfully provide the services per the terms and conditions of this RFP.

The following qualification standards are *preferred* by the District to be considered for this award:

- Demonstrated prior experience working with the various web platforms and systems associated with the California Community Colleges.
- Demonstrated experience creating and developing training and professional development materials in support of end users and those charged with maintaining a complex website and supporting technologies.
- Ability to obtain and maintain the insurance required by the District (see Appendix A).

7. Preparation of RFP:

Proposals should be completed in all respects as required by the instructions herein. A Proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A Proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously or improperly mislead the District in the evaluation of the Proposal.

8. Dissemination of RFP Information:

- A. The District may revise or add to the RFP prior to the deadline for Proposals and, at its own discretion, may extend the deadline for all potential Bidders. Any changes to the RFP will be in the form of a written Addendum issued by the District Contact. Response

to any Bidder query will be issued as a Bulletin. Such Addendum/Bulletin issued will be uploaded at the District's website and shall be made part of this RFP. It is the Bidder's responsibility to regularly check the District's website for any Addendum/Bulletin issued.

- B. Except as stated in this provision, no other person aside from the District Contact or its designee is authorized to amend any part of this RFP, in any respect, either in writing or by oral statement.

9. District Contact:

All communication should be sent via email and directed to the following District Contact:

Felix G. Sarao
Director of Contract Management & Vending Services
3600 Workman Mill Road, Room A-122
Whittier, CA 90601-1616
Phone: (562) 908-3493
Email: purchasing@rioondo.edu

Any requests for information or questions about this RFP are to be sent only to the District Contact above up by 2:00 pm on April 14, 2023.

Note: When communicating with the District Contact, please indicate in the subject line "RFP No. 2097 Query"

10. Restriction on Communications:

- A. Except as specified in this Section, Bidders are not permitted to communicate with District staff regarding this solicitation during the period between the RFP issue date and the announcement of awards except during:
 - 1) The course of a Bidders' conference, if conducted; and
 - 2) Oral presentations and site visits, if conducted.
- B. If a Bidder is found to be in violation of this provision, the District reserves the right to reject its proposal.

11. Questions Regarding the RFP:

- A. All inquiries, questions, and requests for clarification of the contents of this RFP should be sent by email to the District Contact.
- B. All inquiries should include:
 - 1) A clear and concise question and reference page number; and
 - 2) References to specific points within this RFP.
- C. Questions are due by the date specified in the RFP schedule in Section 4 of this RFP.
- D. Any person(s) other than the District Contact or its designee shall be deemed unauthorized to respond to questions regarding this RFP and may not be relied upon.

12. Errors and Omissions:

- A. Each Bidder should fully be familiar with the specifications and requirements of this RFP. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document, shall in no way relieve any Bidder from any obligation with respect to his/her Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.
- B. If Bidder discovers any discrepancy, error, or omission in this RFP or any Attachments, the District should be notified immediately and a written clarification/notification will be issued as a Bulletin. No Bidder will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the District was not notified and a response provided.

13. Submission of Proposals:

- A. Bidders should submit their responses to this RFP in a sealed envelope with detailed financial information.
- B. Bidder's response should contain one (1) signed paper copy (bearing original signatures), one (1) extra copy and one (1) electronic copy on a CD or flash drive, addressed to the District Contact above and identified by affixing a label containing the following information:
 - 1) Date of the Bidder's response;
 - 2) RFP Project Name; and
 - 3) Name of Bidder's representative, phone number, and e-mail.
- C. Bidders should forward their responses, in conformity with the requirements of this RFP, by the stated deadline to the District Contact above. Business hours are 8:00 am to 4:00 pm (Monday through Friday). The Bidder is responsible for the timely delivery of their response to the District. Bidders assume all risks for any problem(s) in the submission and/or method of delivery chosen. The District assumes no responsibility for any delay caused by any delivery service selected by the Bidder. A proposal that is not received by the due date and time (via hand delivery, mail, courier) will be subject to rejection, at the sole discretion, and in the best interests of the District.

14. RFP Exceptions:

The District will not consider the submission of the Bidder's standard agreement(s) to be a presentation of exceptions. Every exception request must be stated as such in their proposal in accordance with this Section 14.

- A. Technical Exceptions: The Bidder shall clearly describe any and all deviations in its proposal from the functional requirements stated in this RFP and also describe any services that could be made by the Bidder to satisfy those requirements.
- B. General Exceptions: The Bidder shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. If the Bidder has no general exceptions to present, this fact should be stated in the proposal.

- C. Bidders are cautioned that if the District is unwilling or unable to approve a request for exception to the RFP requirements and the Bidder does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

15. General Terms and Conditions:

Appendix A (Sample Agreement) contains the general terms and conditions for this RFP. The District reserves the right to modify Appendix A to the extent that it deems necessary either before or during any negotiations with a selected Bidder. Each Bidder is expected to review the general terms and conditions or their objections to specific parts of Appendix A as a mechanism to expedite the contract negotiation process.

16. Withdrawal of Proposal:

Proposals may be withdrawn by written notice received by the District at any time prior to the submittal deadline.

17. Rejection of Proposal:

Reasons for rejection of proposals by the District include the following:

- A. Late proposals will not be accepted;
- B. Proposals may be rejected for failure to conform to the rules or requirements contained in the RFP;
- C. Failure to sign the proposal;
- D. Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected;
- E. Noncompliance with applicable law, unauthorized additions or deletions, conditional proposals, incomplete proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning; and
- F. Provisions reserving the right to accept or reject an award or to enter into a contract containing terms and conditions that are contrary to those in the solicitation.

18. Proposal Acceptance Period:

All proposals shall remain available for District acceptance for a minimum of one hundred and eighty (180) days following the RFP closing date.

19. District Rights:

- A. The District reserves the right, at its sole discretion, to negotiate any price or provisions, accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal; amend, withdraw or cancel this RFP at any time without prior notice; postpone proposal openings for its own convenience; and request or obtain additional information about any and all proposal(s), whenever, in the sole opinion of District, such action shall serve its best interests and those of the tax-

paying public.

- B. Bidders are encouraged to submit their best prices per service in their Proposals, and the District intends to negotiate only with the Bidder(s) whose Proposal most closely meets District's requirements. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets District's requirements.
- C. The District reserves the right to contract with any Bidder responding to this RFP.
- D. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.
- E. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP.
- F. The awarding of the contract, if at all, is at the sole discretion of the District.

20. Disclosure of Records:

- A. All proposals, supporting materials and related documentation will become the property of the District.
- B. All information submitted as part of the proposal must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made. Should a request be made of District for information that has been designated as confidential by the Bidder and, on the basis of that designation District denies the request for information, the Bidder may be responsible for all legal costs necessary to defend such action; if the denial is challenged in a court of law.

21. Conflict of Interest:

- A. Bidder shall not hire any officer or employee of the District to perform any service under this RFP or any agreement resulting from this RFP.
- B. Bidder affirms that to the best of his/her knowledge there exists no actual or potential conflict between Bidder's family, business, or financial interest and the service under this RFP or any agreement resulting from this RFP, and in the event of change in either private interests or service under the award, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the District.
- C. Bidder shall not be in a reporting relationship to a District employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Bidder.

22. Ethics:

- A. Bidder shall exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the District.
- B. Throughout the term of any agreement resulting from this RFP, Bidder shall not:

- 1) Accept any employment or engage in any work which creates a conflict of interest with the District or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP.
- 2) Offer gifts, entertainment, payment, loans, or other gratuities or consideration to District employees, their families, other suppliers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the District's interest or for personal gain.

C. Bidder shall immediately notify the District of any and all such violations of this clause upon becoming aware of such violations.

23. Proposal Format:

Bidder's Response to the RFP should be prepared in a concise and economical format, providing a straightforward description of the information requested. If there are any required specifications that may not be applicable to the Bidder's proposed product/services, the Bidder should mark the requirement as "Non-Applicable" and include the section in the Bidder's Response.

24. Proposal Content:

Bidders should include the following as part of their response to the RFP:

- Executive Summary
- Plan, Methodology, and Execution
- Capability and Related Experience
- Staffing and Organization
- Corporate Information
- Financial Proposal
- Appendix B - Non-Collusion Declaration
- Appendix C - Equal Opportunity Affirmative Action Statement
- Appendix D - Bidder's Certificate Regarding Workers Compensation
- Appendix E - Certification Regarding Lobbying

A. Executive Summary

The Executive Summary should contain an outline of your organizational capability, general business approach, and qualifications to deliver the services as described in the Statement of Work.

B. Plan, Methodology, and Execution

Describe your organization's overall strategy for achieving the RFP objectives including:

- 1) Provide a high-level, comprehensive description of your firm's design and implementation process, including your firm's proposed approach from start to finish, primary steps and phases, performance milestones and deliverables, timelines for phases, achievement of performance milestones, and submission, review, and approval of deliverables, and identification of District resources that are needed to

complete the website redesign.

- 2) Describe your firm's ability, approach, and implementation of the following services: Goals and Google Analytics Setup, Looker Dashboards, Usability Testing, Web Governance, Model Content Pages, Writing for the Web Workshops, Page Writing, Optimization and Migration, Media Services for the Web, and Support Services Filtering.
- 3) Describe how your firm's services will meet the following general objectives and goals of the District:
 - a) Develop standard consistency amongst format and content which results in increased user navigability.
 - b) Fulfill all Section 508/ADA compliance requirements to reflect an achievement of WCAG 2.0 Level AA Conformance.
- 4) Describe the strategies that will be used by your firm to ensure there is appropriate comprehensive writing for the web workshop trainings, and effective page writing, optimization, and migration.
- 5) Provide three (3) to five (5) samples of your firm's recent website redesign efforts and implemented websites with clients on projects similar to the District's proposed project.
- 6) Describe your firm's approach to efficiently and effectively deliver the services required in this RFP.
- 7) Describe how your firm would be better at accomplishing the RFP project than its competitors.
- 8) What is your firm's proposed work plan and schedule (timeline) for delivering the required services? Please include a project management timeline that incorporate the following project phases with end date of on or before December 31, 2023:
 - a) Goals and Google Analytics Setup
 - b) Looker Dashboards
 - c) Usability Testing
 - d) Web Governance
 - e) Model Content Pages
 - f) Write for the Web Workshops
 - g) Page Writing, Optimization, and Migration
 - h) Media Services for the Web
 - i) Filtering Services for the Web

C. Capability and Related Experience

Please include information that will address the following:

- 1) Describe your organization's mission and purpose relevant to the services described in this RFP. Describe what is unique about your firm as it relates to fulfilling the requirements of this RFP.

- 2) Describe your organization's years of experience providing the required services in this RFP.
- 3) Describe your organization's experience, knowledge and understanding of California community colleges' website redesign requirements.

D. Staffing and Organization

Please include information that will address the following:

- 1) Submit the proposed project team assigned to the District if awarded the contract.
- 2) Describe the role and responsibility of each proposed project team member. Link each proposed project team member with the specific tasks, responsibilities, and deliverables.
- 3) Submit resumes for each proposed team member (including sub-consultants) proposed to provide service to the District; including specific qualifications and recent related experience (with a focus on community college district qualifications relative to the proposed role) providing similar services as required in this RFP.
- 4) List the proposed project team member's current and anticipated availability during the contract period.
- 5) List similar projects in chronological order in which the proposed team member(s) were involved. Indicate whether project(s) was completed by firm or by a team member when employed by another firm.
- 6) Identify the proposed Project Executive providing oversight of the proposed project team and assigned to the District for this project.

Notes:

- I. Bidder to identify if the proposed Project Executive is a direct employee of the firm. If a direct employee, include how many years with the firm.
 - II. If awarded the contract, the Bidder agrees that there will be **no substitution** of the proposed project team member without expressed consent of the District.
 - III. If the Bidder is selected as a finalist, the proposed Project Executive or person must attend the interview and presentation (if needed).
- 7) Describe how you propose to assure proper management and administration of the work.
 - 8) Include the following data and any other relevant information for the District to evaluate:
 - a) Provide total number of professional staff currently employed by your firm.

G. Corporate Information

Please provide the following information:

- Type of Firm:

Corporation: _____ Proprietorship: _____ Partnership: _____

Joint Venture: _____ Other (please describe): _____

- Business License Number: _____

- Number of years in business under firm name: _____

- Has the firm changed its name within the past three (3) years?

YES NO

If yes, provide former name(s): _____

- Have there been any recent (within the last three years) changes in control/ownership of the firm?

YES NO

If yes, explain. _____

- Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

YES NO

If yes, please explain. _____

H. Financial Proposal

Bidder will submit a financial proposal which will include the following:

- 1) A "Base Bid" which is the Bidder's total costs (labor, materials, equipment, travel, mileage, etc.) in providing the required services.
- 2) A "Cost Loaded Schedule" showing the proposed hours of the proposed project team aligned with the activities/events and number of work-based learning activities.
- 3) A "Payment Schedule" that is aligned with the cost loaded schedule, activities/events and number of work-based learning activities.

- 4) A “Fee Schedule” (fully burdened hourly rates) for each member of the project team that will be used as reference for any additional service that may be required by the District outside the scope of this RFP’s Statement of Work. For example: cost per new page, cost per optimized page, cost per migration page, etc.
- 5) Based on the RFP scope, clearly specify any work that would be considered additional services.

The financial proposal must be signed by an authorized representative of the Bidder’s organization and submitted with the Bidder’s proposal.

25. Selection Process:

The District will have an Evaluation Team review and evaluate all responsive proposals received to develop a short list of firms who will be evaluated further. Incomplete proposal(s) may be rejected as non-responsive.

Once the Evaluation Team finishes reviewing the written responses, the Evaluation Team at their discretion may invite the firms who they feel best meet the needs of the District for in person interviews.

The top ranked Bidder(s) may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. When evaluating best and final offers the criteria described in Section 26 below will be used; as well as the following additional criteria:

- I. The Best and Final proposal is amended as instructed in the interview.
- II. The Best and Final proposal is responsive, reliable, and produce the outcome expressed by the District.

26. Evaluation Criteria:

Bidders submitting proposals are advised that all responsive proposals will be evaluated to determine the firm(s) best able to meet the needs of the District.

The District’s evaluation will include, but is not limited to, a consideration of the criteria listed below:

Criteria	Points
Plan, Methodology, and Execution	30
Capability and Related Experience	20
Staffing and Organization	10
Financial Proposal	40
Total	100

27. Contract Award:

The District may make such investigations as it deems necessary to determine the ability of the Bidder to provide the service as specified, and the Bidder shall furnish to the District, as is commercially reasonable, all such information and data for this purpose.

The District may discuss or negotiate with one or more firms prior to award.

The District will select a Bidder that demonstrates to be the highest, responsive, and responsible Bidder. Responsive refers to meeting the terms, conditions, requirements and specifications of this RFP. Responsible refers to those who can provide, for example, evidence and references that support a history of compliant contract performance and sound business operation.

An Evaluation Team will review the merits of proposals received in accordance with the evaluation criteria stated in the RFP and formulate a recommendation. While a numerical rating system may be used to assist the Evaluation Team in selecting the competitive range (if necessary) and making an award recommendation decision, the award decision is ultimately a business decision that will reflect an integrated assessment of the relative merits of the proposal using the factors and their relative weights disclosed in the RFP.

Award will be made to the most advantageous Proposal to the District, taking into consideration the factors outlined in this RFP. Award may be made to more than one (1) firm based on Bidder's area(s) of expertise. Therefore, multiple awards may be made by the Board of Trustees in order to obtain the services deemed necessary. The Board of Trustees decision shall be final and is non-contestable; as this RFP is not a formal competitive solicitation (See Section 2).

Upon approval and acceptance by the District, a purchase order or contract will be issued to the successful Bidder and shall be deemed to result in a binding contract incorporating the solicitation, proposal, and terms and conditions contained herein without further action required by either party.

Items are to be furnished as described in the RFP and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

28. District Practice on Debriefing of RFP Applicants:

The District does not provide debriefing to Bidder(s) who were not selected either for an interview short list or for recommendation to the Board of Trustees for award of contract. This practice helps maintain the confidentiality of the selection process. The District appreciates interested Bidders to honor this practice and looks forward to future opportunities for doing business with Bidders.

29. Incorporated Documents:

- A. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP, any addenda to this RFP issued by the District, as well as the contents of the Bidder's proposal as accepted by the District.

B. The following exhibits shall also apply and incorporated by reference:

- a) Exhibit A: Statement of Work
- b) Exhibit B: Additional Terms and Conditions for Federal Funded Transactions
- c) Appendix A: Sample Agreement
- d) Appendix B: Non Collusion Declaration
- e) Appendix C: Equal Opportunity Affirmative Action Statement
- f) Appendix D: Bidder's Certificate Regarding Workers Compensation
- g) Appendix E: Certification Regarding Lobbying
- h) Appendix F: Bidder Information

Thank you for considering this solicitation.

**EXHIBIT A: Statement of Work
RFP No. 2097 Website Redesign Services**

A. Scope:

The Consultant will provide the following services:

1. Goals and Google Analytics (GA) Setup.

1.1 Tasks:

- Enrollment mapping session to understand key engagement points.
- Goals discussion and definition of goals and events to configure.
- Hands-on technical setup.

1.2 Deliverables:

- Goal recommendations.
- GA setup training and guidance to configure goals and events.

2. Looker Dashboards.

2.1 Tasks:

- Dashboards for:
 - Executive analytics overview.
 - Content performance.
 - Traffic analysis.
 - Demographic information.

2.2 Deliverables:

- Looker Dashboards and handoff review with team.

3. Usability Testing.

3.1 Tasks:

- Based on the Discovery and sitemap process, Consultant will recommend usability testing options within this budget to validate certain questions, such as but not limited to:
 - Labels and wording options.
 - What would you expect to find under x?
 - What would you click to find x?
 - First reactions.
- Consolidation of all findings with recommendations.

3.2 Assumptions:

- A plan will be prepared and presented to the District before beginning any usability testing.
- Testing can be done at either the sitemap, wireframes, or design phase.
- Does not assume in-person usability testing.

3.3 Deliverables:

- Usability Testing Plan.
- Testing.
- Results and Recommendations.

4. Web Governance.

4.1 Tasks:

- Evaluate current content governance process including co their dependency on other departments and IT.
- Review overall publish and admin approval flow.
- Define a sustainable best practice workflow and content contribution model.
- Define roles and responsibilities for the core web team and supporting roles in a provided RACI chart.
- Outline training and support needs for contributors.
- Evaluate policies and recommend changes in policy to support best practice governance.

4.2 Assumptions:

- The District will implement the governance workflow plan.
- Any CMS customizations are not assumed, although the Custom Functionality Budget could be used.
- Follow-up on the workflow actions and policy enforcement is not assumed in the scope.
- Focus is on practices, standards, and policies that affect content governance, wider considerations of web governance are out of this task's scope.

4.3 Deliverables:

- Complete governance consultation based on activities listed above.
- RACI chart.

5. Model Content Pages.

5.1 Tasks:

- Develop content for pages for up to five journeys and up to five pages per journey.
- Identify priority audience, task, CTA.

- Conduct limited online research on topic of page.
- Write copy for web page (typically 200 to 500 words/page).
- Use previously identified keywords to improve search results.
- Optimize for reading online.
- Provide metadata content for title and description.
- Recommend additional media (video, photos, etc.) or content from feeds.
- Assign to appropriate visual template and document taxonomy.
- Includes up to two rounds of revision for each content page.

5.2 Assumptions:

- Photo selections made by the District; video or other photos that are recommended and do not exist would be the District's responsibility and not assumed as part of the page content.
- Together, District and Consultant will select the best target pages.
- Once writing begins, selected pages can't be changed without counting as additional page(s).
- Assumes taxonomy is defined before content begins.
- Content may be updated after delivery by the District as needed.

5.3 Deliverables:

- Five (5) journeys of content, up to five (5) pages per journey, delivered in Word format or online format matching to the designated content template.

6. Writing for Web Workshop.

6.1 Tasks:

- Facilitate an on-campus (or online, depending on feasibility) Writing for the Web Workshop for either two, three-hour workshops (for two sessions) or one, six-session).

6.2 Deliverables:

- On-campus or online workshop facilitation for content authors and users (up to 20 participants per session).
- Sessions recorded for wider distribution.

7. Page Writing, Optimization and Migration.

7.1 Tasks:

- Once taxonomy is defined, develop content for the number of pages agreed upon between Consultant and the District within this budget.

At District request and following identification of content work to be completed by Consultant tasks such as:

- Identifying priority audience, task, call to action

- Conducting limited online research on topic of page
- Optimizing for online reading
- Using previously identified keywords to improve search results
- Providing metadata content for title and description
- Recommending additional media (video, photos, etc.) or content from feeds
- ✓ Assigning to appropriate visual template and document taxonomy.
- Make up to two rounds of revision for each content page and up to one round of revision for each optimized page

7.2 Assumptions:

- Due to District project timeline and current resources, Consultant will:
 - Write 50 pages of new content
 - Optimize 70 pages
 - Migrate all or some of the current content of 1,300 pages
- District will work with Consultant to select the pages Consultant will optimize and/or migrate.
 - Once writing, optimization, and/or migration begin, any changes to page selection that the District makes will count as additional page(s).
- District will produce and/or select photos and video as needed, ensuring that these assets are optimized.
- District will update content as needed after pages are placed (i.e., approved following up to two rounds of revisions per content page).

7.3 Deliverables:

- Optimization and/or migration of number of pages agreed upon by Consultant and District.
- Project management services for the content to be written, optimized, and/or migrated by Consultant.

8. Media Services for the Web.

8.1 Tasks:

- Provide videography and photography services to capture student life, programs, and student services.

8.2 Assumptions:

- Conduct on-campus visit(s) to take professional pictures and videos.
- The District will provide access to necessary facilities, students and/or staff.

8.3 Deliverables:

- 15 edited promotional videos.
- 75 professionally edited photos.
- 200 raw photos.

9. Filtering Services for the Web.

9.1 Tasks:

- Development of Support Services Filtering.

9.2 Assumptions:

- Vendor will create a means of helping students find specific support programs to meet their needs.
- This may be achieved through filtering using categories of support offered such as book vouchers, housing security, and transportation, or through a specialized search function, or both.

9.3 Deliverables:

- Results will go to a detailed interior page for each support page.
- Solution must integrate with the College's WordPress website.

EXHIBIT B: Sample Agreement
RFP No. 2097: Website Redesign Services

RÍO HONDO COMMUNITY COLLEGE DISTRICT
Agreement

THIS AGREEMENT is made and entered into this XXth day of Month, 2023 ("Effective Date") at Whittier, County of Los Angeles, State of California, by and between the **Rio Hondo Community College District**, ("District"), and **TBD** ("Consultant"). District and Consultant are hereinafter referred to individually as a Party or jointly as Parties.

Article 1. Purpose of the Agreement: The Agreement sets forth the terms and conditions upon which District retains Consultant to provide services described in Exhibit A - Statement of Work ("Services").

Article 2. Term:

- A. The term of the Agreement is from Month Day, 2023 through Month Day, 2023 ("Initial Term") and may be extended upon mutual agreement of the Parties.
- B. In the event this Agreement expires, and Consultant continues to provide Services, this Agreement shall be deemed to continue on a month-to-month basis in accordance with the existing terms and conditions as of the expiration date (including any adjustment to the financial terms until terminated by either party on thirty (30) days' prior written notice.

Article 3. Contract Amount: The Contractor shall furnish labor and materials required to do the Work; as described in Exhibit A ("Statement of Work") for a total contract price of:

XXXXX Dollars (\$XXX.00).

Article 4. Services to be Performed: Consultant hereby agrees to perform the services set forth in this Agreement and Statement of Work ("Exhibit A") to the satisfaction of the District.

Article 5. Licenses and Permits: The Consultant, inclusive of its employees and/or agents, shall, at its sole expense, secure and maintain any permits, licenses, or bonds required by this Contract, or any municipal, County, State or Federal law or regulation. Business license shall be prominently displayed at the District Premises.

Article 6. Independent Contractor:

- A. Consultant is an independent Contractor. The Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, Medical Insurance, State Unemployment Compensation or Worker's Compensation. The Consultant assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

- B. Consultant shall not represent itself as 1) Rio Hondo 2) Rio Hondo Community College, or 3) Rio Hondo Community College District to any employee or supplier.

Article 7. Employee Benefits: Consultant shall be responsible for its salaries, payments, insurance and benefits including benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

Article 8. Insurance:

- A. The Consultant shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions the following:
1. Comprehensive or Commercial General Liability, Bodily Injury and Property Damage Liability Insurance (Blanket Contractual Liability and Product Liability included) - Minimum limits of
 2. \$1,000,000 per occurrence / \$4,000,000 aggregate for bodily injury and property damage. The insurance shall be primary and non-contributory.
 3. Worker's Compensation and Employers Liability - As required by applicable state law.
 4. Automobile Liability insuring owned and non-owned vehicles (when on District Property)
- B. If the insurance is written on a claims-made form, it will continue for three (3) years following termination of Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- C. The insurance policies shall contain covenants from the issuing company that the policies shall not be canceled without thirty (30) days prior written notice of cancellation.
- D. The District may require provision of a copy of the insurance policy in its entirety. Consultant agrees to provide District with certificates of insurance evidencing all coverages and endorsements upon request.

Article 9. Audit and Inspection of Records: At any time during the normal business hours and as often as District may deem necessary, and upon reasonable notice, Consultant shall make available to District for examination at District's place of business all data, records, investigation reports and all other materials respecting matters covered by this Agreement. Consultant will permit District to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

Article 10. Confidentiality and Use of Information: Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's business affairs, but does not include information which is generally known or easily ascertainable by non-parties through available public documentation.

Article 11. Administration of Agreement: This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For **DISTRICT**:

Stephen Kibui
VP, Finance and Business
Rio Hondo Community College District
3600 Workman Mill Road
Whittier, CA 90601
Phone: (562) 463-7088
Email: skibui@riohondo.edu

For **CONSULTANT**:

TBD

Article 12. Notice: All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, received via email, or if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

Article 13. Termination for Cause: If either Party breaches a material provision hereof ("Cause"), the non-breaching Party shall give the other Party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure, such as, to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the Party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either Party at law or in equity.

Article 14. Termination for Convenience: Either Party may terminate the Agreement at any time without penalty upon thirty (30) days' prior written notice.

Article 15. Indemnity: Except as otherwise expressly provided herein, Consultant and District shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs, which may arise because of the negligence, misconduct, or other fault of the indemnifying party, its agents or employees in performance of its obligations under the Agreement. This provision shall survive termination of the Agreement.

Article 16. Conflict of Interest: Prior to execution of this Agreement, Consultant shall disclose in writing to District any and all compensation, actual or potential, which Consultant may receive in any form from a Party other than the District as a result of performance of this contract by Consultant. If Consultant becomes aware of the potential for such compensation subsequent to the execution of this Agreement, Consultant shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or service for purchase by the District, Consultant shall disclose any financial interest that Consultant may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

Article 17. Assignment: No portion of this Agreement or any of the work to be performed hereunder may be assigned by Consultant without the express written consent of District and without such consent all services hereunder are to be performed by Consultant, its officers, agents and employees.

Article 18. Compliance with Applicable Laws: Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

Article 19. Equal Opportunity and Affirmative Action Employer: Neither Party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, or status as a Vietnam veteran, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning Food Service employees. Each party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of managers who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, Vietnam Veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Consultant 's employees.

In addition, Consultant affirms that it is an equal opportunity and affirmative action employer, is legally responsible for all of its employment decisions affecting its own employees, which include thousands of extremely talented and diverse managers, and shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

Article 20. Permit(s) / License(s): Consultant and all of Consultant 's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

Article 21. Non-Waiver: The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

Article 22. Severability: If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Article 23. Governing Law/Venue: The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Los Angeles County.

Article 24. Attorney's Fees: If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

Article 25. Amendments to Agreement: All provisions of the Agreement shall remain in effect throughout the term thereof unless the Parties agree, in a written document signed by both parties, to amend, add or delete any provision.

Article 26. Regulations and Access: District will make reasonable procedures for use and occupancy of the Premises and shall give Consultant written notice thereof. Consultant 's authorized representatives shall have access to the Premises at all times. District grants Consultant approval to use in performance of its Services on the Premises all promotional, informational or marketing activities or materials, including the names, trademarks, logos and symbols of Consultant.

Article 27. California State Tax Withholding For Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

Article 28. Incorporated Documents:

The following documents are attached hereto by reference and in order of precedence:

- A. RFP No. 2097 Website Redesign Services (RFP Packet, Exhibit A and any addendum and bulletins issued)
- B. Exhibit B: Additional Terms and Conditions for Federal Funded Transactions
- D. Appendix B: Non Collusion Declaration
- E. Appendix C: Equal Opportunity Affirmative Action Statement
- F. Appendix D: Bidder's Certificate Regarding Workers compensation
- G. Appendix E: Certification Regarding Lobbying
- H. Appendix F: Bidder Information
- I. Bidder Proposal dated Month, Day, Year

Article 29. Entire Agreement: This Agreement, incorporated documents by reference, and any Exhibits attached hereto is the entire Agreement between the parties and supersedes all prior proposals, understandings, negotiations, representations, commitments, writings and other communications agreements, oral or written, between the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

CONSULTANT

DISTRICT

Name
Position
Company

Date

Stephen Kibui
VP, Finance and Business
Rio Hondo College

Date

Board Date: Month Day 2023

Exhibit A
Statement of Work

Exhibit B

Additional Terms and Conditions for Federal Funded Transactions

The following Additional Terms and Conditions shall modify, delete, and/or add to the General Terms and Conditions of the Agreement/Contract/PO (hereinafter collectively called as "Agreement") this is Appended to. Where any article, paragraph, or subparagraph in the General Terms and Conditions of the Agreement is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the Additional Terms and Conditions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Terms and Conditions of the Agreement is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

NOTES:

1. Rio Hondo College (hereinafter called as "District") has entered into a sub-award/contract/grant with either the U.S. Government, or another entity who has itself entered into a contract or received a grant with the U.S. Government. That sub-award/contract/grant requires that certain federal grant provisions be made a part of any subsequent Agreement issued by the District related to furthering the performance or deliverables required under that sub-award/contract/grant.
2. Performance by the District's Consultant/Contractor/Supplier (hereinafter called as "Supplier") under the Agreement constitutes certification that the recipient is presently in compliance with, and will continue to comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and Executive Orders Numbers 12549 and 12689, all as described below.
3. The District will not negotiate these provisions. If a clause is not applicable or is not required by the prime contract to be flowed down to a particular sub-award/service, it will not be applied.

The District's Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses as applicable and shall promptly notify the District of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which the District will rely.

1. For commercial transactions involving a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
 - a) FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 - b) FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 - c) FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 - d) FAR 52.219-8, Utilization of Small Business Concerns;
 - e) FAR 52.222-17, Non-displacement of Qualified Workers;
 - f) FAR 52.222-21, Prohibition of Segregated Facilities;
 - g) FAR 52.222-26, Equal Opportunity;
 - h) FAR 52.222-35, Equal Opportunity for Veterans;
 - i) FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 - j) FAR 52.222-37, Employment Reports on Veterans;
 - k) FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 - l) FAR 52.222-41, Service Contract Labor Standards;
 - m) FAR 52.222-50, Combating Trafficking in Persons;
 - n) FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 - o) FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;

- p) FAR 52.222-54, Employment Eligibility Verification;
 - q) FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 - r) FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 - s) FAR 52.224-3, Privacy Training;
 - t) FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 - u) FAR 52.233-1, Disputes; and
 - v) FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
2. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by CFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
- a) Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
 - b) Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - c) Byrd Anti-Lobbying. (Agreements \geq \$150,000). Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - d) Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
3. Supplier makes the following warranties and acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and the District will have the right to terminate the Agreement without damage, penalty, cost, or further obligation.
- a) Debarment, Suspension, U.S. Government Restricted Party Lists. (Agreements \geq \$35,000). Supplier warrants that Supplier, it's principals (defined at 2 C.F.R. § 180.995), and affiliates (defined at 2 C.F.R. § 180.905) are not on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and is not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities. The Supplier must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the District. If it is later determined that the Supplier did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - b) Prohibition on certain Surveillance/Telecommunications. Supplier warrants that the Goods and Services rendered under this Agreement will not require Supplier to use for the District, or provide to the District to use, "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

4. Remedies for Supplier's Breach (all Agreements in excess of \$250,000).
 - a) In the event any deliverables furnished or services provided by Supplier in the performance of this Agreement should fail to conform to the requirements herein, or to the sample submitted by Supplier, the District may reject the same, and it shall thereupon become Supplier's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the District, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Supplier fail, neglect, or refuse to do so, the District shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items or services and to deduct the cost of such cover from any moneys due or that may thereafter become due to Supplier.
 - b) In the event Supplier fails to make prompt delivery of any item or service as specified in the Agreement, the same conditions as to the District's right, but not obligation, to purchase in the open market and receive reimbursement from Supplier, as set forth in (a.) above shall apply.
 - c) If the District terminates the Agreement, either in whole or in part, for Supplier's default or breach, Supplier shall compensate the District, in addition to any other remedy the District may have available to it, for any loss or damage sustained and cost incurred by the District in procuring any items or services that Supplier agreed to supply.
 - d) The District's rights and remedies provided in this Section 4 (Remedies for Contractor's Breach) shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity, or Agreement.
5. Right to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the Contractor in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. Federal Funding Accountability and Transparency Act ("FFATA"). (Agreements \geq \$30,000). Suppliers must be registered in the System for Award Management (SAM) to be issued a P.O. or Agreement when Federal Funding Accountability and Transparency Act (FFATA) applies.
7. Equal Employment Opportunity Affirmative Action. During the performance of this Agreement, Supplier agrees as follows:
 - a) The Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b) The Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c) The Supplier will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions

discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d) The Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Supplier's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e) The Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f) The Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Page 3 of 8 Updated March 22, 2022 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g) In the event of the Supplier's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Supplier may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h) The Supplier will include the portion of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through h. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, and through amendment in Executive Order 11375 so that such provisions will be binding upon each subcontractor or vendor. The Supplier will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - i. Provided, however, that in the event a Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Supplier may request the United States to enter into such litigation to protect the interests of the United States.
8. Davis-Bacon Act (40 U.S.C. 276a to a-7) as amended. (Construction Contracts > \$2,000). If Agreement is a Construction Contract greater than \$2,000, Supplier will comply with the Davis-Bacon Act.
 9. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). (Construction Contracts > \$2,000, or Contracts > \$2,500 that involve mechanics or laborers). If Agreement is a Construction Contract greater than \$2,000, or a Contract greater than \$2,500 that involves mechanics or laborers, Supplier will comply with the Contract Work Hours and Safety Standards Act.
 10. Copeland "Anti-Kickback" Act (40 U.S.C 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Participating Agency and Foundation must report all suspected or reported violations to the Federal awarding agency.

11. Supplier Small Business Subcontracting Clause ("SBSP"). (Contract \geq \$750,000). If Supplier is a large business, a SBSP is required. If Supplier is a small business, SBSP is not required, but small business certification is required. (this clause is applicable to contracts in excess of \$650,000, except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations) The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2011)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government.
12. Truth in Negotiations Act (10 U.S.C. 2306(a) and 41 U.S.C. chapter 35). (Contracts \geq \$2,000,000). The Truth in Negotiations Act ("TINA") requires offerors to submit certified cost or pricing data if a procurement exceeds the TINA threshold and none of the exceptions to certified cost or pricing data requirements applies.

Appendix C
Equal Opportunity Affirmative Action Statement
RFP No. 2097: Website Redesign Services

Proposer hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this ___ day of ___, 2023.

(Corporate Seal)

Name of individual, company or corporation

By: _____

Title: _____

Address: _____

City State Zip Code

Appendix D
Bidder's Certificate Regarding Worker's Compensation
RFP No. 2097: Website Redesign Services

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of individual, company or corporation

By: _____

Title: _____

Address: _____

City State Zip Code

(Corporate Seal)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Appendix E
Certification Regarding Lobbying
Appendix A, 44 C.F.R. Part 18
RFP No. 2097: Website Redesign Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Appendix F
Bidder Information
RFP No. 2097: Website Redesign Services

The information provided therein will be used solely for evaluating the qualifications of the Bidder to satisfactorily perform the contractual terms and conditions set forth. Any error, omissions or fraudulent information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

1. General.

Authorized Representative (Name & Position): _____

Company Name: _____

Address: _____

Phone: _____

Email: _____

2. Experience.

A. Number of years' experience in providing this type of equipment/service: _____ years.

B. Describe past projects comparable in scope and magnitude with this IFB. In addition, you must also describe your current ability and capacity to perform and deliver the products required by this IFB. (include with bid.)

Note: Bidders must be operating under the same legal entity and ownership for at least three (3) years to be considered responsive for this bid. Bidders not meeting this requirement will be considered non-responsive.

3. References.

List at least three (3) references of your firm's major clients for contracted product/service like those to be provided in this IFB. Include firm's name, location, telephone and contact person.

A. Firm's Name: _____

Address: _____

Contact Person: _____ Telephone: _____

B. Firm's Name: _____

Address: _____

Contact Person: _____ Telephone: _____

C. Firm's Name: _____

Address: _____

Contact Person: _____ Telephone: _____

4. Bidder Qualifications

Provide (include with bid) sufficient information regarding your firm's qualifications to provide the District's requirements as described in this IFB. Your firm may include supporting literature and attachments which the District may use to establish the responsibility and capacity of your firm to meet District requirements.