



Renton Technical College

REQUEST FOR PROPOSALS

#Q5-12

WEBSITE REDEVELOPMENT

RFP Due Date / Time

July 5, 2012 / 3:00pm

RFP COORDINATOR:

Perry Culwell, C.P.M.

Phone: (425) 235-2295

ACKNOWLEDGEMENT OF RECEIPT OF RFP

Name of Company: _____

Signature: _____

Print Name of Signatory: _____

Email Address: _____

Phone: _____

Fax: _____

Date: _____

Tax ID: _____

We have received Request for Proposal #Q5-12 for Website Redevelopment. At this time it is the company's intent to:

☐ Submit a Proposal

☐ Not Submit a Proposal

Please fax or email this Acknowledgement of Receipt to:

Perry Culwell
Purchasing Department
Renton Technical College
Fax 425-235-2387, Email pculwell@rtc.edu

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1. INTRODUCTION

Renton Technical College, an agency of the State of Washington, hereafter called “College,” is initiating this Request for Proposals (RFP) to solicit proposals from qualified consultants to assist in the design and redevelopment of its intranet and internet sites in accordance with all terms, conditions and specifications contained herein.

1.1 BACKGROUND

Renton Technical College is one of 34 Washington state-owned community and technical colleges. The College serves the southern King County area from its main campus in Renton, and enrolls approximately 16,000 full and part time students yearly.*

- **Web Site and Intranet:** The College’s public facing website [www.rtc.edu] is comprised of largely static, text-heavy pages organized mainly around information types. It was developed using html and the asp.net development platform. An internal employee portal, or intranet, has not yet been deployed. The College has just implemented SharePoint 2010 and envisions this platform as the primary solution to provide our faculty and staff with a unified environment within which to collaborate, store, search, publish, share and retrieve information and ultimately to transact some of the business of the college.
- **SharePoint** (v. 2007) Team Sites were first introduced to college employees in 2011. The SharePoint 2010 upgrade project was underway when the need to re-envision the College’s entire web presence emerged as a priority. In order to develop comprehensive site architecture, taxonomy, and team strategies using SharePoint to contribute and manage content, the existing architecture and overall site design needs to be revisited, including an employee intranet deployment.
- **Social Media:** The College has newly established Facebook and Twitter pages [<http://www.facebook.com/rentontechnicalcollege>; <http://twitter.com/#!/RentonTech>]
- **Server Infrastructure:** The College has obtained all licensing, virtual server and storage space on premise to complete this project and intends to continue to host its own intranet and internet sites.
- **Project Team:** The College’s Project Team is the specific group of stakeholders designated to interact directly with the Contractor while project work is in progress, and is comprised of the College Relations Director; Online Content and Communications Specialist; IT Systems Administrator; IT SharePoint Administrator and IT Director (Project Manager).

**For more information about the College, please visit our website at <http://www.rtc.edu>. Campus maps and directions are available at <http://www.rtc.edu/ContactUs/Map/>.*

1.2 OBJECTIVES AND SCOPE OF WORK

The College now requests proposals for web design and development, first to complete the College intranet; and second to redesign the College website. The over-arching project goals include:

- **Strengthen the College's Reputation:** The College wishes to establish stronger brand recognition and consistent, compelling messaging throughout its web presence in order to more accurately convey its capabilities and unique strengths with potential students, employees, donors, the community, and industry partners.
- **Enhance Internal Communications:** The implementation of a College intranet will provide a central services hub that will feature, inform, update and provide collaboration services that align with the culture, the pulse and the speed of the organization's diverse and innovative projects, events, initiatives and strategic direction.
- **Address Unmet Needs:** Due to the lack of a content management system, many websites exist "outside" of the College's official web presence without a cohesive strategy or system in place to ensure sustainability. In addition other needs remain unanswered that could potentially extend or enhance the viability of the college's web presence and communication strategies.
- **Improve the Effectiveness of the College Website:** The College wants its website to meet the needs of its students, visitors, employees and partners. By implementing more robust navigational, search, content and analytics, our website presence will transform itself from a place that describes processes to one that facilitates and transacts services over the web.
- **Improve Operational Efficiencies:** College employees will leverage the new intranet and redesigned website to identify and engage with those seeking information; which should make the process of obtaining, sharing and acting upon information easier for everyone.
- **Maintain Efficient and Effective Web Administration:** This project, once completed, will provide for distributed content publishing across the College. New content contributors and teams will emerge, while website administration (IT and College Relations) personnel is not increasing. The proposed solution, tools and applications must be aligned with industry best practice; leverage the best of what the SharePoint platform is designed to offer; with a preference for incorporating Commercial Off-The-Shelf (COTS) applications and plug-ins wherever possible.

Not in Scope: For purposes of this project and RFP, the following deliverables and costs are considered not in scope:

- Web Hosting Services

- Extranet Development
- Student Portal
- Records Management Functionality

1.3 MINIMUM QUALIFICATIONS

- The Consultant must be licensed to do business in the State of Washington (or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor).
- This solicitation is limited to web development firms with specific expertise in Microsoft SharePoint 2010.
- Only consultants who are able to fulfill the deliverables on campus will be considered. While some of the development work can be completed remotely, this acquisition will rely heavily on a mentored consulting engagement between the Contractor and the College's Information Technology and College Relations staff.

1.4 FUNDING

The College has budgeted an amount not to exceed Ninety Thousand Dollars (\$90,000) for this project. Proposals in excess of \$90,000 will be considered non-responsive and will not be evaluated.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about 8/2/12 and conclude 120 days from the starting date. Amendments extending the period of performance, if any, shall be at the sole discretion of the College.

1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Consultants should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

1.7 DEFINITIONS

- 1.7.1 Branding (web): The design and development choices that reflect and reinforce an organization's visual identity and enable successful online expectations. Visual identity is achieved by the consistent use of particular elements to create distinction, such as fonts, colors, and graphic elements. A positive brand experience is achieved through consistent messaging and usability strategies across a variety of communication and service channels; and users expect the

same emphasis on quality, timeliness and responsiveness of service online as they would get offline.

- 1.7.2 Cascading Style Sheets (CSS): Used to format the layout of Web pages. They can be used to define text styles, table sizes, and other aspects of Web pages that previously could only be defined in a page's HTML. CSS helps web developers create a uniform look across several pages of a Web site. Instead of defining the style of each table and each block of text within a page's HTML, commonly used styles need to be defined only once in a CSS document. Once the style is defined in cascading style sheet, it can be used by any page that references the CSS file. (<http://www.techterms.com/definition/css>)
- 1.7.3 College: Renton Technical College, the agency of the State of Washington that is issuing this RFP.
- 1.7.4 Commercial Off The Shelf (COTS): Pre-developed applications sold on the open market by a third-party vendor to be used in a specific capacity for this project.
- 1.7.5 Consultant: An individual or company submitting a proposal in order to attain a contract with the College.
- 1.7.6 Contract: An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance and consideration.
- 1.7.7 Contractor: The individual or company whose proposal has been accepted by the College and is awarded a fully executed, written contract.
- 1.7.8 Information Architecture (IA): Refers to the structure or organization of a website. It describes the ways in which the different pages of a site relate to one another and ensure information is organized in a consistent and predictable way on each page. It involves steps such as: assessing existing and needed content; organizing the pages; providing clues to help use the site efficiently; and developing navigational structure. Through the process of developing a site's IA, teams will typically create a site map of content and will develop wireframe sketches that designers and developers will use as a guide for building the site. (ref. Princeton University's *Guide to Creating Website Information Architecture and Content*)
- 1.7.9 Proposal: A formal offer submitted in response to this RFP solicitation.
- 1.7.10 Records Management: The practice of maintaining the records of an organization from the time they are created up to their eventual disposal. This may include classifying, storing, securing, and destruction (or in some cases, archival preservation) of records. A record can be either a tangible object or digital information. Records management is primarily concerned with the evidence of an

organization's activities, and is usually applied according to the value of the records rather than their physical format.

- 1.7.11 Request for Proposals (RFP): A formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.
- 1.7.12 Responsive Web Design (RWD): Essentially indicates that a web site is crafted to use W3C CSS3 media queries with fluid proportion-based grids, to adapt the layout to the viewing environment. As a result, users across a broad range of devices and browsers will have access to a single source of content, laid out so as to be easy to read and navigate with a minimum of resizing, panning and scrolling. Ethan Marcotte first coined the term *Responsive Web Design* (RWD) in his article in "A List Apart" in 2010.
- 1.7.13 SharePoint 2010 Components: **Master Pages** utilize features from ASP.NET 2.0 which provide the ability to lay out the framework of a rendered page separate from the page containing the content. SharePoint **templates** provide the overall look and layout of a site based on industry or function. A SharePoint **theme** is a collection of graphics and cascading style sheets that can modify how a web site looks.
- 1.7.14 Web Accessibility Initiative (WAI): Develops strategies, guidelines, and resources to help make the Web accessible to people with disabilities. The primary Americans with Disabilities Act (ADA) resource site (<http://www.ada.gov/>) which describes the current Standards for Accessible Design makes reference to the WAI for more specific details on creating and evaluating web pages against the standards and requirements of the Act (<http://www.w3.org/WAI/Resources/>)
- 1.7.15 Website Wireframe: Also known as a page schematic or screen blueprint, is a visual guide that represents the skeletal framework of a website. The wireframe depicts the page layout or arrangement of the website's content, including interface elements and navigational systems, and how they work together. The wireframe usually lacks typographic style, color, or graphics, since the main focus lies in functionality, behavior, and priority of content. In other words, it focuses on "what a screen does, not what it looks like." Wireframes can be pencil drawings or sketches on a whiteboard, or produced by means of a broad array of free or commercial software applications. (excerpted from Wikipedia)
- 1.7.16 World Wide Web Consortium (W3C): An international community that develops open standards to ensure the long-term growth of the Web. Primary references/resources are available at <http://www.w3.org/>.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the College for this procurement. All communication between the Consultant and the College upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name: Perry Culwell
Address: Renton Technical College
3000 N.E. Fourth Street
Renton, WA 98056-4123
Phone Number: 425-235-2295
Fax Number: 425-235-2387
Internet Address: pculwell@rtc.edu

Any other communication will be considered unofficial and non-binding on the College. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	June 7, 2012
Last date for questions regarding RFP	June 21, 2012
Issue last addendum to RFP	June 22, 2012
Proposals Due	July 5, 2012
Evaluate Proposals	July 6-12, 2012
Oral Presentations by Finalists	July 19, 2012
Announce "Apparent Successful Consultant" and notify unsuccessful consultants	July 20, 2012
Negotiate Contract	July 20-26, 2012
Begin Contract Performance	August 2, 2012
Project Completion	December 2, 2012

The College reserves the right to revise this schedule.

2.3 SUBMISSION OF PROPOSALS

The proposal must be received by the RFP Coordinator no later than 3:00pm, Pacific Standard Time, in Renton, Washington, on July 5, 2012. Proposals may be submitted either as hard copy or electronically. **Proposals may not be sent using facsimile transmission.**

2.3.1 Hard Copy Proposals:

Hard copy proposals may be mailed or hand-delivered. The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFP Coordinator.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Consultants assume the risk for the method of delivery chosen. The College assumes no responsibility for delays caused by any delivery service.

2.3.2 Electronic Proposals

Proposals sent electronically must be sent as an attachment to an e-mail to the RFP Coordinator at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Microsoft Word format or PDF. Zipped files cannot be received by the College and cannot be used for submission of proposals. The Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Consultant to the offer. The College does not assume responsibility for problems with Consultant's e-mail. If the College's email is not working, appropriate allowances will be made.

Note: As with any method of transmission, please bear in mind that e-mail can be subject to unexpected problems and delays. Identification of an e-mail's transmission time can also vary in proportion to the particular clock settings of the domain server(s) involved. For these reasons, it is recommended that consultants responding electronically send their proposals well before the RFP deadline.

Whether sent as hard copy or electronically, consultants should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless the College's e-mail is found to be at fault. All proposals and any accompanying documentation become the property of the College and will not be returned.

2.4 PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of the College. All proposals received shall remain confidential to the fullest extent under the law until the contract, if any, resulting from this RFP is signed by the College and the apparent successful consultant; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the

information claimed to be exempt from disclosure must be clearly identified by the words “Proprietary Information” printed on the lower right hand corner of the page.

The College will consider a Consultant’s request for exemption from disclosure; however, the College will make a decision predicated on Chapter 42.56 RCW. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored. The Consultant must be reasonable in designating information as Proprietary Information.

If the College receives a public records request which requests records a Consultant has previously identified as Proprietary Information, the College shall provide the Consultant at least 10 calendar days’ notice prior to disclosure of such records, so that the Consultant may seek a court order prohibiting disclosure. Any such action shall be at the Consultant’s sole expense, without recourse to the College.

2.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all known entities who receive the RFP, subject to the provisions of RFP section 2.6.

2.6 INTERNET RESPONSES

If you obtained a copy of this RFP through an internet posting, whether on Washington’s Electronic Business Solution (“WEBS”) internet website or from a third party, please note it is your responsibility to check the WEBS posting (<https://fortress.wa.gov/ga/webs/>) for addenda prior to submitting a proposal. The College accepts no liability and will provide no accommodation to bidders who fail to check for addenda and submit inadequate or incorrect responses. Addenda documents may be found in the “Bid Amendments” area at the bottom of the WEBS posting, or by contacting the College’s Purchasing Department.

2.7 ACCEPTANCE PERIOD

Proposals shall provide sixty (60) days for acceptance by the College from the due date for receipt of proposals.

2.8 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. **The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as nonresponsive.**

The College also reserves the right however, at its sole discretion, to waive minor administrative irregularities.

2.9 MOST FAVORABLE TERMS

The College reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. The College does reserve the right to contact a Consultant for clarification of its proposal.

The Consultant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the College.

2.10 CONTRACT AND GENERAL TERMS & CONDITIONS

The Apparent Successful Consultant will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Appendix A. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Attachment B to this solicitation. The College will review requested exceptions and accept or reject the same at its sole discretion.

2.11 COSTS TO PROPOSE

The College will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.12 THIRD PARTY CONSULTANTS

The College will accept proposals which use third party consultants only if the proposing Consultant agrees to act as prime contractor and accept responsibility for any third party consultants included in its proposal. Joint or partnership proposals will not be accepted. Consultants must disclose the use of any third party consultants and indicate willingness to assume prime contractor responsibility.

2.13 MWBE PARTICIPATION GOALS

In accordance with chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. For information on certified firms, consultants may contact OMWBE at 360/753-9693 or <http://www.omwbe.wa.gov>.

2.14 REJECTION OF PROPOSALS

The College reserves the right at its sole discretion to reject any or all proposals received without penalty and not to issue a contract as a result of this RFP.

2.15 COMMITMENT OF FUNDS

The College's President or his delegate are the only individuals who may legally commit the College to the expenditure of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.16 INSURANCE COVERAGE

The Contractor is to furnish the College with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the College's RFP Coordinator within fifteen (15) days of the contract effective date.

Liability Insurance

1. Commercial General Liability Insurance: Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have a products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

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

2. Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not

less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

1. Additional Insured. The College, its agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the College.
2. Cancellation. The College shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the College 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The College shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the College shall be given 10 days advance notice of cancellation.
3. Identification. Policy must reference the College's name and contract number.
4. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the College's Risk Manager before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
5. Excess Coverage: The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

Worker's Compensation Coverage

The Contractor will at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes and regulations to the full extent applicable. The College will not be held responsive in any way for claims filed by the Contractor or its employees for services performed under the terms of this contract.

3. PROPOSAL CONTENTS

All proposals submitted in hard copy shall be on eight and one-half by eleven (8-1/2 x 11) inch paper and placed in binders with tabs separating the major sections of the proposal. Proposals submitted electronically via e-mail shall be formatted for eight and one-half by eleven (8-1/2 x 11) inch paper, with major sections of the proposal clearly identified.

The major sections of each proposal shall include:

1. Consultant Company Information Form
2. Certifications and Assurances Form
3. Technical Proposal
4. Management Proposal
5. Cost Proposal

Responses to each question or request for information in the proposal **shall appear in the order presented in this RFP, and with the same headings and numbering used in the RFP sections 3.3, 3.4 and 3.5 below.** This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing the response.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those which are awarded points as part of the evaluation conducted by the evaluation team.

3.1 CONSULTANT COMPANY INFORMATION FORM (MANDATORY)

The Consultant Company Information form (Attachment A to this RFP) must be completed, with all information provided as requested.

3.2 CERTIFICATIONS AND ASSURANCES FORM (MANDATORY)

The attached Certifications and Assurances form (Attachment B to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship.

3.3 TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

3.3.1 Project Approach/Methodology

Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey Consultant's understanding of the proposed project.

3.3.2 Work Plan

Include all project requirements and the proposed tasks, services, activities, etc., necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of College staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

3.3.3 Project Schedule

Include a project schedule indicating when the elements of the work will be completed. The project schedule must ensure that any deliverables requested are met within the 120-day maximum contract duration.

3.3.4 Outcomes and Performance Measurement

Describe the impacts/outcomes the Consultant proposes to achieve as a result of the delivery of these services, including how these outcomes would be monitored, measured, and reported to the College.

3.3.5 Risks

The Consultant must identify potential risks that are considered significant to the success of the project. Include how the Consultant would propose to effectively monitor and manage these risks, including reporting of risks to the College's Project Manager.

3.3.6 Deliverables

Fully describe deliverables to be submitted under the proposed contract, supporting the requirements set forth in each of the following sections, and in support of Section 1.2, Objectives and Scope of Work. Where application

development work is concerned describe in detail the platform, software tools and COTS products that will be used in the Consultant's proposed solution.

A. Site Design

1. **Information Architecture Analysis & Documentation:** The Contractor will work with the College's project team to identify content needs, site organization, navigation, site naming strategies, and structure. The Contractor will create a complete set of web page wireframes to graphically illustrate the layout, navigation and content needs for the Intranet and Internet sites.
2. **Server Architecture Assessment:** The Contractor will work with the College's IT staff to evaluate the current SharePoint 2010 server farm installation and document recommendations for changes (if any) to address both scalability and extensibility needs in the near future.
3. **Visual Identity Guide:** The Contractor will work with the College's project team to identify a clear picture of the College's capabilities, reputation and goals as they relate to the visual identity of its online presence. The Contractor will prepare a Visual Identity Guide document that stipulates fonts, graphic formats, color schemes and related standards so that a consistent and effective approach can be implemented across the redesigned website; the employee intranet; and other online communication channels like social media and e-newsletters.

B. Site Development: Using native SharePoint web parts, APIs and other web application development tools, the Contractor will create and implement the following applications and web components. The Contractor will cross-train the College's Project Team in the functional attributes and administration of these applications and components once implemented.

1. **Master Pages, Templates and Themes:** The Contractor will create all master pages, templates, themes and navigational constructs required to implement a redesigned website and intranet portal. These elements will incorporate the guidelines from the Visual Identity Guide and Information Architecture wireframes.
2. **Content Management System (CMS Application):** The Contractor will develop and implement a distributed content management system that will allow content team members to create, approve, and publish web pages and page content based on business rules, workflows and electronic approvals. The Contractor will produce a CMS Administration Guide which will document and diagram the functional components of the CMS and the information necessary to fully administer the system once implemented.

3. **Banner Ads / News Postings (Application):** The Contractor will develop an application to allow College employees to post news articles, event advertising, and press releases that combine text and graphic images, as well as activation and deactivation dates.
4. **Employee Directory (Application):** The Contractor will develop and implement an employee directory that automatically populates primary data fields from Active Directory (AD), and allows employees to add information to custom fields (e.g. committee involvement; credentials; photos). By default, only the AD information will be viewable and searchable on the Internet site; expanded profiles on the Intranet. Employees can optionally choose to publish their expanded profiles on the Internet site.
5. **Events Registration (Application):** The Contractor will develop and implement an online event registration application that provides for individual and group registrations for events that are hosted on campus. This should also allow for registration by session title(s) within an event day or days. The application will provide automated confirmations, allowing attachments of event flyers, campus maps or parking passes. Note, this events registration application will not share any data or process in common with the quarterly student class registration process.

C. Facilitation and Training

1. **Taxonomy Workshops (8):** The College has identified eight program/divisions interested in developing their own team site for file sharing and collaboration within the department. The Contractor will facilitate one workshop per group (eight total, not to exceed two hours each) to assist them in evaluating content and creating strategies and taxonomies that will leverage the SharePoint team site features to greatest benefit.
2. **Training - Team Site Administration (2):** Contractor will conduct two training sessions not to exceed two hours each for new team site administrators who have little previous SharePoint exposure. The Contractor will produce complementary attendee materials. The content mix will be developed with College input consistent with role requirements:
 - SharePoint Team Site administration best practices
 - The care and feeding of document libraries
 - Metadata, search and taxonomy
 - Document Versioning
 - Team Calendars and Workspaces

3. **Training - Content Team (4):** Contractor will conduct four targeted training sessions not to exceed three hours each for web content team members who have previous SharePoint 2007 experience but are new to version 2010 and will also require training in the newly developed Content Management System.

D. Other Deliverables

If the Consultant proposes additional deliverables as part of its solution for this project, list and describe them in this section.

E. Compliance and Functional Attributes

In addition to the deliverables itemized above, the new College employee intranet portal and website redesign must incorporate and conform to the following principles, standards and attributes (ref. RFP section 1.7 Definitions). **The Consultant shall provide YES/NO answers for each statement below to confirm its proposal complies with each of the following requirements.**

1. Conformance with the Worldwide Web Consortium (W3C) standards, in particular website architecture, web application development and the protocols used for metadata, website security and content delivery.
2. Compliance with the 2010 Standards for Accessible Design, as defined by the U.S. Department of Justice Title II Americans with Disabilities Act (ADA).
3. An external website design that incorporates a Responsive Web Design framework to allow all web pages to be viewed and navigated easily on a variety of mobile and tablet device platforms.
4. Seamless and robust web analytic mechanisms throughout the site that will allow the College to regularly evaluate adoption, interest and site navigation trends that will inform website success metrics on existing pages and new pages to be added in the future.
5. Compatibility of web pages and web applications with the latest versions of the following web browsers: Google's Chrome; Mozilla's Firefox; Microsoft's Internet Explorer and Apple's Safari web browser.
6. Robust search capabilities throughout the Internet and Intranet sites.

3.4 MANAGEMENT PROPOSAL

3.4.1 Project Management (SCORED)

- A. Project Team Structure/Internal Controls - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
- B. Staff Qualifications/Experience - Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the College.

3.4.2 Experience of Consultant (SCORED)

- A. Describe the experience of the Consultant, and any subcontractors, in the following specific areas:
 - 1. SharePoint: Describe the number of personnel and years of experience of the Consultant organization designing, developing or implementing SharePoint websites and intranet portals. Include the version of SharePoint used.
 - 2. Website Branding: Describe the Consultant organization's qualifications and years of experience in website branding as it relates specifically to the visual identity and brand experience of an organization's online presence.
 - 3. College Website Design: Describe the number of years of experience the Consultant organization has in designing, developing, researching or implementing college websites.
- B. Indicate any other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.

- C. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, scope, contact persons, telephone numbers, and fax numbers/e-mail addresses. Consultant may include URL addresses for any representative examples that can be viewed on the World Wide Web.

3.4.3 Certifications and Affiliations (SCORED)

Include any certifications, industry affiliations or designations (e.g. Microsoft Alliance Partner) relevant to the requirements of this RFP. Indicate whether those certifications and affiliations relate to the overall company or specific individuals in the Consultant organization who will be assigned to this project.

3.4.4 Unique Qualifications (SCORED)

Include any special or unique qualifications not referenced above which may distinguish the Consultant from its competition or illustrate how it is uniquely qualified to fulfill the requirements of the project described herein.

3.4.5 Related Information (MANDATORY)

- A. If the Consultant or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
- B. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
- C. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- D. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. The College will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

3.4.6 References (SCORED)

Consultant shall provide in this section 3-5 references for which it has provided website development and support within the past three (3) years. Project references should be from examples that are of comparable nature and scope to that described in this RFP. Include company name, address, contact name, and telephone number for each reference.

3.5 COST PROPOSAL

The maximum total cost for this contract must be Ninety Thousand Dollars (\$90,000) or less to be considered responsive to this RFP.

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. However, Consultants are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

3.5.1 Identification of Costs (SCORED)

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 Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales and use taxes, as 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.

All itemized cost elements shall then be combined to show an **aggregate total cost** for this project, as proposed.

3.5.2 Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Consultant's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION FOR RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. Only responsive proposals which meet the minimum requirements will be forwarded to the evaluation team for further review.

4.2 EVALUATORS

The evaluation of responsive proposals shall then be completed by an evaluation team designated by the College, which will determine the ranking of the proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda which are issued.

4.3 PRELIMINARY EVALUATION SCORING AND CRITERIA

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

Technical Proposal (RFP Section 3.3):	30	points
Management Proposal (Section 3.4, except 3.4.6):	25	points
Cost Proposal (Section 3.5):	<u>20</u>	points
Preliminary Evaluation Subtotal:	75	points

Evaluation criteria shall include such elements as:

- Firm experience, ability, and capacity
- Staff qualifications and experience
- Costs/fees
- Responsiveness to schedule
- Understanding of the project and proposed methodology
- Project management, internal controls and team structure
- Quality of proposed work plan and description of deliverables
- Compliance with statutes and rules (as applicable)
- Quality of previous performance and reputation

The three top-scoring Consultants identified by the above process will be identified as finalists, provided their aggregate preliminary score is within 25 points of the highest-scoring finalist.

4.4 ORAL PRESENTATIONS BY FINALISTS (SCORED)

The College will notify the finalist(s) of their selection to make an oral presentation to the College's evaluation team on the date identified in the Procurement Schedule (or another date and time mutually agreed between the College and Consultant). Presentations shall be strictly limited to one hour, followed by a question and answer period of approximately thirty (30) minutes. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

The presentation agenda shall include:

- 1) Introduce participants.
- 2) Present corporate history.
- 3) Provide an overview of Consultant's available services and capabilities relevant to the specified acquisition (whether included in the proposal or not).
- 4) Explain how the proposed solution meets the College's needs.
- 5) Question and answer period.

All travel, per diem and any associated costs for oral presentation will be borne solely by the Consultant. Refusal to provide an oral presentation, failure to appear for a scheduled presentation, or inability to agree on a suitable date/time for presentation shall constitute complete grounds for disqualification of Consultant from further consideration in award of a contract under this RFP.

4.5 FINALIST EVALUATION SCORING

The top-scoring consultants identified as finalists will next be evaluated as follows:

Oral Presentation (see RFP Section 4.4):	15	points
References (RFP Section 3.4.6):	<u>10</u>	points
Finalist Evaluation Subtotal:	25	points

All finalists evaluated will have their scores added to the preliminary scores to determine their aggregate score. The top-scoring finalist identified by this process will be selected as the Apparent Successful Consultant.

4.6 ANNOUNCEMENT OF APPARENT SUCCESSFUL CONSULTANT

The College will notify the Apparent Successful Consultant of its selection upon completion of the evaluation process. Firms whose proposals were not selected for further negotiation or award will also be notified. Notifications will be made by e-mail or facsimile.

4.7 CONTRACT NEGOTIATIONS

Following notification of the Apparent Successful Consultant the College will enter into contract negotiations to finalize contract terms. If negotiations are unsuccessful with the Apparent Successful Consultant, the second highest-rated firm may be invited to participate in contract negotiations.

**RFP #Q5-12 Website Redevelopment
CONSULTANT PROPOSAL CHECKLIST**

This checklist is provided for the Consultant's convenience only and identifies those elements which **MUST** be included in the Consultant's proposal in order to be considered responsive:

Section or Document to be Included:	<u>Completed</u>
-------------------------------------	------------------

- | | |
|--|--------------------------|
| 1. Consultant Company Information form (Attachment A), completed as required. | ☐ |
| 2. Consultant's Technical Proposal (itemized response to RFP section 3.3). | ☐ |
| 3. Consultant's Management Proposal (itemized response to RFP section 3.4) . | ☐ |
| 4. Consultant's Cost Proposal (itemized response to RFP section 3.5). | ☐ |
| 5. Certifications and Assurances form (Attachment B), completed and signed by Consultant's authorized agent. | ☐ |

NOTE: ANY PROPOSAL RECEIVED WITHOUT THE ABOVE COMPLETED AS DESIGNATED IN RFP WILL BE SUBJECT TO REJECTION AS NONRESPONSIVE.

This mailing label may be used when returning your proposal:

Renton Technical College Purchasing Department Building J, Room 114 3000 N.E. Fourth Street Renton, WA 98056-4123
RFP #Q5-12 Due Date: 7/5/12 3:00pm

RFP #Q5-12 Website Redevelopment
ATTACHMENT A: CONSULTANT COMPANY INFORMATION

Complete all the following information as requested, attaching additional pages where required.

A. IDENTIFYING INFORMATION

1. Location

Business Name: _____
Business Address: _____

Telephone: _____
Fax: _____
E-mail: _____

2. Name, address and telephone number of Principal Officer(s), including President, Vice-President, Treasurer, Chairperson of Board of Directors, etc.)

3. Legal Status and year entity was established:

☐ Sole Proprietorship	☐ Corporation
☐ Partnership-general	☐ Charitable/Non-Profit
☐ Partnership-limited	☐ Association
☐ Joint Venture	☐ Other: _____

Year Established: _____

4. Federal Employer Tax Identification Number: _____

5. State of Washington UBI Number: _____

6. Location of facility from which vendor would operate in performance of this contract:

7. If the Consultant or any party named above contracted with the State of Washington during the past 24 months indicate the name of the agency, the contract number and description and/or other information available to identify the contract.

8. If the Consultant or any party named above was an employee of the State of Washington during the past 24 months, or is now an employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.

9. Consultants which employ or have on their governing board State employees or former State employees, as of the date of their proposal, shall identify such persons and their position and responsibilities within the vendor's organization. *If following a review of this information the College determines that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of this contract.*

B. PROJECT CONTACT

Individual designated as the point of contact for any questions or concerns related to performance of this contract:

Name: _____ Title: _____

Phone: _____ Email: _____

C. SUBCONTRACTOR INFORMATION

Consultant proposes to include subcontracting as part of this contract: ___ Yes ___ No.

If yes, provide on additional pages all data required for vendor's company under section 1 "Identifying Information" above.

Qualifications, experience and related information for each subcontractor so listed shall be recorded as designated under RFP sections 3.4.1 (B), 3.4.2 (A), 3.4.2 (B), 3.4.5 (A), and 3.4.5 (B).

D. EXCEPTIONS

State below any exceptions taken to the requirements of this RFP, including all terms, conditions, and contract specifications, or attach additional pages as required.

RFP #Q5-12 Website Redevelopment
ATTACHMENT B: CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract.

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of sixty (60) days after the RFP due date, and it may be accepted by the College without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page and attached to this document.
5. I/we understand that the College will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the College and I/we claim no proprietary right to the ideas, writings, items or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Consultant and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Consultant or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail in section D of the Consultant Company Information form.
8. No attempt has been made or will be made by the Consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the College the right to contact references and others, who may have pertinent information regarding the ability of the Consultant and the lead staff person to perform the services contemplated in this procurement.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

Signature of Consultant

Printed Name

Title

Date

RFP #Q5-12 WEBSITE REDEVELOPMENT
Appendix A: Contract Format



Renton Technical College

PERSONAL SERVICES CONTRACT #Q5-12
Website Redevelopment

This contract is made and entered into by and between Renton Technical College, State of Washington, hereinafter referred to as the “College”, and [Contractor], hereinafter referred to as the “Contractor”, for the express purposes set forth in the following provisions of this contract.

WHEREAS, the purpose of this contract is to provide consulting services to accomplish the redevelopment of the College’s website.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the College and Contractor mutually agree as follows:

I. SCOPE OF WORK

- A. The Contractor will provide service(s) and staff as set forth in the text of this contract instrument, the Contractor’s Proposal dated [date] attached hereto as Exhibit B, and the College’s Request for Proposals #Q5-12 attached as Exhibit C.

[other requirements added here]

- B. Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the College and the Contractor, and specific obligations of both parties.
- C. The College shall retain full and exclusive ownership and rights of use to any and all work developed under this contract, to be used in any way its needs may require.
- D. The Contractor shall produce the following written reports or other written documents (deliverables) by the dates indicated:

All written reports required under this contract must be delivered to [name], the College’s Project Manager, in accordance with the schedule above. Any oral reports required under this contract must be presented at the location required by the College.

II. PERIOD OF PERFORMANCE

- A. Subject to other contract provisions, the period of performance under this contract shall begin on [date of award] through [date], unless sooner terminated or extended as provided herein.

- B. DES Filing Requirement – Effective Date of Filing: Under the provisions of Chapter 39.29 RCW, this personal service contract is subject to filing with the Department of Enterprise Services (DES). The work may proceed on the date of filing with DES or the date of execution, whichever is later.

III. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to the contract shall be subject to and governed by the Special Terms and Conditions contained in the text of this contract instrument, the General Terms and Conditions attached hereto as Exhibit A, Contractor's Proposal dated [date] attached hereto as Exhibit B and Request for Proposals #Q5-12 attached hereto as Exhibit C, each incorporated by reference herein.

IV. COMPENSATION AND PAYMENT

- A. Amount of Compensation: The College shall pay an amount not to exceed \$[amount] for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

[breakdown of charges here]

- B. Expenses: Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the College as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$[amount], which amount is included in the contract total in Paragraph A, "Amount of Compensation." Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current State travel reimbursement rates. To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
- C. Billing Procedure and Payment: The College will pay Contractor upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more often than monthly. The invoices shall describe and document to the College's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. Any single expenses in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

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

The College 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 College.

V. CONTRACT REPRESENTATIVES

- A. The College's Project Manager on this contract shall be [name]. The Project Manager shall be responsible for monitoring the performance of the Contractor, the approval of actions by the Contractor, preapproval of reimbursable travel, approval for payment of billings and expenses submitted by the Contractor and acceptance of any reports by the Contractor.
- B. The Contractor's representative on this contract shall be [name] who will be the contact person for all communications regarding the conduct of work under this contract.

VI. INSURANCE

The Contractor shall provide insurance coverage as set out in the Request for Proposals #Q5-12 section 2.16. 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 subcontractors, or agents of either, while performing under the terms of this contract.

Contractor shall submit to the College within fifteen days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in RFP section 2.16. Contractor shall submit renewal certificates as appropriate during the term of the contract.

VII. INTERPRETATION OF CONTRACT

- A. Order of Precedence: In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order.
 - Applicable Federal and State of Washington statutes and regulations
 - Special Terms and Conditions as contained in this basic contract instrument
 - Exhibit A – General Terms and Conditions
 - Exhibit B – Contractor Proposal dated [date]
 - Exhibit C – Request for Proposals #Q5-12
 - Any other provision, term or material incorporated herein by reference or otherwise incorporated

- B. Entire Agreement: This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.
- C. 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.
- D. Approval: This contract shall be subject to the written approval of the College'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 [number] pages and [number] attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

[CONTRACTOR NAME]

RENTON TECHNICAL COLLEGE

Signature

Signature

Printed Name

Printed Name

Title

Date

Title

Date

Washington State UBI No.

Federal Employer ID No.

Approved as to Form:
Derek Edwards, Assistant Attorney General
September 2, 2009

CONTRACT #Q5-12
WEBSITE REDEVELOPMENT

EXHIBIT A: GENERAL TERMS AND CONDITIONS

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

- a. "College" shall mean Renton Technical College, an agency of the state of Washington, any division, section, office, unit or other entity of the College, or any of the officers or other officials lawfully representing the College.
 - b. "Agent" shall mean the College President, and/or the delegate authorized in writing to act on the President'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.
 - e. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 164.50 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state and federal statutes.
1. ACCESS TO DATA - In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to the College, 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.

Contractor agrees to make personal information covered under this agreement available to College for inspection or to amend the personal information. Contractor shall, as directed by College, incorporate any amendments to the personal information into all copies of such personal information maintained by the Contractor or its subcontractors.

2. 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 College.
3. 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.

4. 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.
5. ASSIGNMENT – Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the College.
6. ATTORNEYS' FEES - In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys fees and costs.
7. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose any information concerning the College, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the College, or as may be required by law.
8. CONFLICT OF INTEREST - Notwithstanding any determination by the Executive Ethics Board or other tribunal, the College 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 College 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 College 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.

9. 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 College. The College 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 College 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 College 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 College.

The Contractor shall exert all reasonable effort to advise the College, 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 which was not produced in the performance of this contract. The College 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 College shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

10. 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 the purpose of securing business. The College 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.
11. 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.
 - a. 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 days after the parties agree that they cannot resolve the dispute.
 - b. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working days.
 - c. 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.
 - d. 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 ADR method in addition to the dispute resolution procedure outlined above.

12. 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 King County.
13. 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 performance of the

Contract. Contractor's obligation 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.

14. 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 College. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the College or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.
15. 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, the College may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The College may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the College 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.
16. 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.
17. 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.
18. 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 College. 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.
19. NONDISCRIMINATION - During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

20. OVERPAYMENTS AND ASSERTION OF LIEN - In the event that the College establishes overpayments or erroneous payments made to the Contractor under this contract, the College may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to the College or by doing both.

21. PRIVACY - Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. 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 College or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The College reserves the rights to monitor, audit or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the College. Contractor shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

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 College for any damages related to the Contractor's unauthorized use of personal information.

22. PUBLICITY - The Contractor agrees to submit to the College all advertising and publicity matters relating to this Contract wherein the College's name is mentioned or language used from which the connection of the College's name may, in the College'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 College.

23. 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 which 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 to inspection, review or audit by the College, personnel duly authorized by the College, 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.

24. 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.

25. RIGHT OF INSPECTION - The Contractor shall provide right of access to its facilities to the College, 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, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

The Contractor shall make available information necessary for College to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to College and the U.S. Secretary of the Department of Health & Human Services, upon request.

26. SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of COLLEGE or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The Contractor shall make the Personal Information available to amend as directed by College and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors.

The Contractor shall certify its return or destruction upon expiration or termination of this Contract and the Contractor shall retain no copies. If the Contractor and College mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

College reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by College. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The Contractor shall notify College in writing within 5 working days of becoming aware of any unauthorized access, use or disclosure. The contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless College for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, Subcontractors or agents.

Any breach of this clause may result in termination of the contract and the demand for return of all Personal Information.

27. 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 College may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the College's discretion under those new funding limitations and conditions.
28. 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.
29. SITE SECURITY - While on College premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.
30. 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 College. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the College 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 College or as provided by law.

31. TAXES - All payments accrued on account 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.
32. TERMINATION FOR CAUSE – In the event the College determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the College has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the College shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 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 College 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 College to terminate the Contract. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (21) 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 College provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

33. TERMINATION FOR CONVENIENCE - Except as otherwise provided in this contract, the College may, by 10 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 College 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.
34. TERMINATION PROCEDURES - Upon termination of this contract, the College, in addition to any other rights provided in this contract, may require the Contractor to deliver to the College 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 College shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the College, and the amount agreed upon by the Contractor and the College for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the College, 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 College. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The College may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the College against potential loss or liability.

The rights and remedies of the College 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:

- a. Stop work under the contract on the date, and to the extent specified, in the notice;
- b. 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;
- c. Assign to the College, 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 College has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- d. 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;
- e. Transfer title to the College 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 College;
- f. Complete performance of such part of the work as shall not have been terminated by the Agent; and

- g. 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 College has or may acquire an interest.

35. TREATMENT OF ASSETS -

- a. Title to all property furnished by the College shall remain in the College. Title to all 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, shall pass to and vest in the College upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the College 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 College in whole or in part, whichever first occurs.
- b. Any property of the College furnished to the Contractor shall, unless otherwise provided herein or approved by the College, be used only for the performance of this contract.
- c. The Contractor shall be responsible for any loss or damage to property of the College which 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 College property is lost, destroyed or damaged, the Contractor shall immediately notify the College and shall take all reasonable steps to protect the property from further damage.
- e. The Contractor shall surrender to the College all property of the College 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.

36. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL - The College 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 College 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 College will download the current OFAC SDN file and compare it to College and statewide vendor files. In the event of a positive match, the College 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 College 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.

37. WAIVER – Waiver of any default or breach shall not be deemed to be 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 an authorized representative of the College.

