

# Clackamas Soil and Water Conservation District

22055 S. Beaver Creek Road, Suite 1

Beaver Creek OR 97004

Phone: (503) 210-6000

[www.conservationdistrict.org](http://www.conservationdistrict.org)

## REQUEST FOR PROPOSALS

### Website Design Services

The Clackamas Soil and Water Conservation District requests proposals for Website Design Services. Proposals must be received by **4:30 p.m. on May 10, 2024**, at its office location at 22055 S. Beaver Creek Rd, Beaver Creek, OR 97004. It is the sole responsibility of the proposer to ensure that the proposal is received by the specified date and time. Late proposals will be rejected.

*PROPOSERS SHALL REVIEW ALL INSTRUCTIONS PROVIDED HEREIN, AS WELL AS ALL CONTRACT TERMS AND CONDITIONS (SEE ATTACHMENT 2: SAMPLE AGREEMENT)*

**INTRODUCTION.** The Clackamas Soil and Water Conservation District (“District”) is a non-regulatory service district that serves more than 380,000 residents in Clackamas County. The District works to enhance the livability of our communities by protecting water quality, fish, wildlife habitat, and working lands. As a local government entity, the District is governed by a board of seven locally elected members.

Clackamas Soil and Water Conservation District (Clackamas SWCD) has a staff of nearly 20 people who deliver technical and financial resources to Clackamas County residents to improve the management and function of lands throughout the county. Our focus is the protection and enhancement of natural resources that benefit fish, wildlife, and people.

Clackamas SWCD cannot provide one-on-one technical assistance for all the requests we receive and must rely on education and outreach efforts to fill the need. Our education and outreach take many forms; however, the centerpiece is our website. While the District has many strengths, we are not the technical authority on many questions that come our way. The website will also help us direct information seekers to the most appropriate expert.

The District is seeking proposals for the re-design of its website, <https://conservationdistrict.org>.

**SCOPE OF WORK.** A detailed scope of work (“Scope of Work”) is provided in Attachment 1 to this RFP. Proposals received must meet the specifications described in Attachment 1.

**PROPOSAL INSTRUCTIONS.**

1. Proposal Instructions: Mail or deliver the proposal to the District in a sealed envelope labeled, “Response to Request for Proposals for Website Design Services” and addressed to

Lisa Kilders  
Education and Outreach Program Manager  
22055 S. Beaver Creek Rd. Ste. 1  
Beaver Creek, OR 97004

As an alternative to paper copies, proposals may be submitted electronically in .pdf format, with “Response to Request for Proposals for Website Design Services” in the subject line, to Lisa Kilders, [lkilders@conservationdistrict.org](mailto:lkilders@conservationdistrict.org).

2. Deadline: Proposals will not be considered if received after **4:30 p.m. on Friday, May 10, 2024**.
3. RFP as Basis for Proposals: This Request for Proposals represents the most definitive statement the District will make concerning the information upon which proposals are to be based. Any verbal information that is not addressed in this RFP will not be considered by the District in evaluating the Proposal. All questions relating to this RFP should be addressed to **Lisa Kilders, at (503) 210-6002 or by email, at [lkilders@conservationdistrict.org](mailto:lkilders@conservationdistrict.org)**.

Any questions which in the opinion of the District warrant a written reply will result in an RFP amendment that will be made available to all interested parties.

The District will not respond to questions received after **12:00 p.m., May 6, 2024**.

4. Information Release: All Proposers are hereby advised that the District may solicit, and secure background information based upon the information, including references, provided

in response to this RFP. By submission of a proposal, the Proposer agrees to such inquiries and releases the District inquiries.

In accordance with Oregon Public Records Law (ORS Chapter 192), submitted proposals are public records subject to disclosure, except to the extent an exemption applies. Any part of a Proposal that the proposer seeks to keep confidential must be clearly indicated in the proposal. The District will make reasonable efforts to comply with requests for confidentiality but makes no guaranty of the same.

**PROPOSAL CONTENTS.** The Proposal may contain no more than eighteen (18) written pages. No waxed page dividers or non-recyclable materials should be included.

1. Company Information: Company name, physical address, mailing address (if different), primary contact information (phone number and email address).

*--Not to exceed one (1) page.*

2. Contact information and Staffing: Provide the name and contact information of the proposing entity's primary contact; and the names and job descriptions of the persons proposed to do the work or support services under the contract. Include any added or optional services, such as site maintenance.

*--Not to exceed five (5) pages.*

3. Project Approach: Describe succinctly and clearly your proposed approach to performing the described work.

Provide a sample timeline showing any proposed meetings with the District representatives and any significant project milestones, including dates for deliverables; and an estimated timeline that reflects key project events, milestones, and deliverables.

*--Not to exceed five (5) pages.*

4. Company References and Experience: List four (4) references for completed projects similar to the work described in this RFP. Include a brief project description: the nature and objectives of the work; the approach used to complete the project; and the name and contact information of an individual who can attest to the proposer's working relationship with the client and the quality of the final product.

*--Not to exceed four (4) pages.*

5. Sustainable Business Practices: Identify sustainable business practices that your company or business uses regularly. Examples include the use of recycled paper, the use of biodiesel, recycling of materials, etc.

*--Not to exceed two (1) pages.*

6. Cost Proposal: Separate from the body of the proposal, provide a stand-alone cost proposal that itemizes costs on a time-and-materials basis; includes proposed payment terms; and provides a total cost estimate to complete the proposed work.

*--Not to exceed two (2) pages.*

7. Conflict of Interest Statement: Each submitted Proposal shall include a written certification as follows:

**“No officer, agent, or employee of the District has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of the District; the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; and the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.”**

#### **GENERAL PROPOSAL/CONTRACT CONDITIONS**

1. Limitation and Award: This RFP does not commit the District to the award of a contract or to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. The District reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
2. Billing Procedures: The billing procedures of the selected contractor are subject to the review and prior approval of the District before payment for services will be made. Contractor's invoices shall be detailed and complete as defined in the contract. Invoices shall include the contract number, and an itemized statement of the work completed during the billing period. Payment shall be made within forty-five (45) days of receipt of an approved invoice.
3. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days after submission. The proposal shall contain the name, title, address, telephone number, and email address of an individual or individuals with authority to bind the Proposer during the period in which the District is evaluating the proposal.

4. Equal Employment and Nondiscrimination Clause: The Clackamas Soil and Water Conservation District prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual’s income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the District. The District is an Equal Opportunity Employer.

**EVALUATION OF PROPOSALS.**

- A. Evaluation Procedure: Proposals that conform to the proposal instructions will be evaluated by a selection committee using the evaluation criteria identified below, and the committee may contact references provided. The committee may request interviews with one or more proposers prior to final selection.
- B. Proposers deemed to be qualified will be ranked based on their evaluation scores. The District will first seek to negotiate an agreement with the highest-ranked proposer. If negotiations with the highest-ranked proposer are unsuccessful, the District reserves the right to begin negotiations with the second-highest-ranked proposer, and so on until an agreement is reached or the District terminates the solicitation.
- C. Evaluation Criteria: The following criteria will be used in the evaluation of proposals:

	<u>Percentage of Total Score</u>
— Project Approach	25%
— Experience	25%
— Pricing	25%
— References	20%
— Sustainable Business Practices	<u>5%</u>
	100%

**APPEAL OF CONTRACT AWARD.** Aggrieved Proposers who wish to appeal the award of the contract must do so in writing within seven (7) days of issuance of the notice of intent to award. Appeals must be submitted to the address below and must state the specific violation forming the basis for the appeal:

*Clackamas Soil and Water Conservation District*

*ATTN: Lisa Kilders  
22055 S. Beaver Creek Road, Suite 1  
Beaver Creek OR 97004*

The District will issue a written response to the appeal in a timely manner.

**ESTIMATED TIMELINE.** The following is the estimated timeline for this contract award, if any. Dates are subject to change.

<b>RFP release date</b>	<b>April 15, 2024</b>
<b>Deadline to submit written questions</b>	<b>May 6, 2024</b>
<b>Proposal due date</b>	<b>May 10, 2024</b>
<b>Opening of proposals</b>	<b>May 13, 2024</b>
<b>Review responses</b>	<b>May 13 – May 20, 2024</b>
<b>Intent to award contract</b>	<b>May 21, 2024</b>
<b>Contract development</b>	<b>May – June 2024</b>
<b>Tentative project start date</b>	<b>July 2024</b>

**STANDARD AGREEMENT.** The Sample Professional Services Contract attached as Attachment 2 is a standard professional services agreement used by the District. By submitting a Proposal, except as otherwise negotiated between the District and the selected Proposer, the Proposer agrees to be bound by the contract terms.

## ATTACHMENT 1 - SCOPE OF WORK

### Website Redesign Project

Our website is often the first experience the public has with Clackamas SWCD. Our current website does not meet our needs, nor does it put our best face forward.

**Vision.** We envision a user-friendly, aesthetically pleasing, and informative tool that people enjoy visiting. We imagine a site that is relied upon for current, understandable, and useful information that forms a nucleus for opportunities to learn and connect.

#### Desired timeline.

- Starting mid-July 2024
- Website fully functional by June 30, 2025

#### Values.

- Conservation Education and Inspiration
- Healthy Habitats
- Clean Water
- Healthy Soil
- Community
- Equity
- Climate Resiliency
- Customer Service
- Accessibility

#### Functions.

- Good analytics and reports for grant reporting and to determine customer interest.
- Ease of management to maximize outreach time.
- Good tech support to reduce time and frustration.
- Web posts feed to our social media.
- While preferred, use of WordPress is not required.
- Guidance on legal archiving is needed.

#### Features.

- Easy access to information and program pages.
- Option of multiple sticky posts required.
- Good library for easy access to documents, brochures, videos, and tools.

- A user-friendly calendar that ties to other calendars i.e. Apple, Android, Google, Outlook
- Automatic e-newsletter capability.
- A good search engine for ease of use.
- An attractive staff page and a page for Board Directors and Associates.
- Program pages with buttons for easy access.
- An easy-to-use “Contact Us” option.
- A place to recruit staff or volunteers.
- A place to showcase videos and provide easy connection.
- An easy-to-use FAQ – either general or by topic.
- Site design is an extension of existing District branding.

### **Outcomes.**

- Preserve important content from the current website which may include permalinks or transferring content from the old site to the new site.
- Support District programs while providing a consistent look and feel and offering users a seamless and meaningful experience.
- Orientation to the new site for staff and training on managing content.
- Long-term hosting, security, and maintenance of the site.
- Compliant with Government regulations including accessibility.
- Uncluttered appearance.
- Clear concise information for better access to all reading levels.
- Ability to have forms for registration or other applications.
- Render properly in widely used mobile and desktop browsers (Chrome, Edge, Firefox, IE, and Safari).
- Offer content syndication and content sharing that is duplicated in multiple places should be updated and maintained in a single location.
- Possibility to integrate Square Payment Processing and Invoicing
- The site should be accessible to all residents:
  - Easy to use and navigate
  - Available for different languages
  - ADA compliant
  - Easily accessible on multiple devices
  - Built with SEO best practices



## ATTACHMENT 2 - SAMPLE PROFESSIONAL SERVICES AGREEMENT

### Clackamas Soil and Water Conservation District

#### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Clackamas Soil and Water Conservation (“District”), a political subdivision of the State of Oregon, and \_\_\_\_\_, an individual (“the Contractor”), and shall take effect upon signing by the parties hereto.

#### RECITALS

- A. The District desires to obtain professional services for the District, and the Contractor is qualified and prepared to provide such services.
- B. This Agreement establishes the scope of services to be provided by the Contractor and the compensation for such services.

#### AGREEMENT

1. **Engagement; Scope of Services.** The District hereby engages the Contractor for the purpose of providing the Services described in the Scope of Services, which is attached hereto as Attachment A and incorporated herein by reference. The Contractor accepts such engagement. This Agreement is non-exclusive. The District may engage other contractors to provide the Services herein described, and the Contractor may provide similar services to persons or entities other than the District.
2. **Term.** This Agreement shall commence as of \_\_\_\_\_, and shall terminate on \_\_\_\_\_, unless earlier terminated pursuant to Section 14 of this Agreement.
3. **No Assignment; Delegation.** The Contractor was selected for experience, skills, and abilities unique to the Contractor. Therefore, the Contractor may not assign this Agreement, nor assign any duties under this Agreement, without the express written consent of the District. Contractor may employ subcontractors or employees to assist in performance of Contractor’s duties under this Agreement, but Contractor shall be solely responsible for the performance of such subcontractors or employees and shall indemnify and hold harmless District for any and all legal obligations associated therewith. With prior approval of District, the Contractor may delegate discrete tasks outlined in the Grant to employees of the District, and may supervise the performance of such tasks, but under no circumstances shall Contractor be entitled, or be deemed, to be an employer of such employees for purposes of evaluation, promotion, discipline, discharge, compensation, or any other employment-related duties and obligations.

4. **Independent Contractor.** The Contractor shall be an independent contractor for all purposes. Nothing in this Agreement shall be interpreted to create an employer-employee relationship between the District and the Contractor. The Contractor shall be responsible for any and all required state and federal tax and Social Security withholding and payment for income due or paid to the Contractor under this Agreement, and to Contractor's employees or subcontractors. The Contractor shall be responsible for obtaining worker's compensation insurance, and paying premiums therefor, for the Contractor and any employees of the Contractor.
5. **Workspace, Facilities, Equipment.** The Contractor shall be responsible for providing transportation, workspace, computers, printers, telephones, and any and all other facilities and equipment necessary to provide Services under this Agreement. The Contractor may lease workspace and equipment from the District according to a lease agreement, which shall be separately negotiated.
6. **Hours of Work.** Except when Services to be provided under this Agreement require the Contractor to work at specified times and locations, the Contractor shall have the discretion to establish the Contractor's hours of work and the method of performing Services. Although the Contractor's work product may be subject to review and approval by the District, the District shall not be responsible for day-to-day supervision of the Contractor in performance of Services under this Agreement.
7. **Compensation.** For Services provided pursuant to this Agreement, the Contractor shall be compensated at the hourly rate of \$\_\_\_\_\_. The total amount of compensation due under this Agreement shall not exceed \$\_\_\_\_\_. Compensation shall be provided according to the terms specified in the applicable Grant. Contractor shall make and keep reasonable records of work performed and expenses incurred pursuant to this Agreement and shall provide monthly invoices to the District. Invoices submitted are subject to review and approval by the District's Board of Directors prior to payment. Approved invoices shall be paid in full within thirty (30) days of receipt thereof. As a condition of compensation, the Contractor shall provide the District with a Social Security number or federal tax identification number.
8. **Expenses.** In addition to the above compensation, if provided for in the applicable Grant, the Contractor shall collect reasonable expenses and costs incurred for District business, including, but not limited to, mileage, postage, copying, long distance telephone, and public notices. Mileage shall be reimbursed at the Internal Revenue Service-approved rate in effect during the term of this Agreement. If provided for in the applicable Grant, other expenses shall be reimbursed by the District at the Contractor's actual cost.
9. **Insurance.** The Contractor will carry Commercial Auto Liability Coverage in minimum coverage of \$500,000 combined single limit; property damage coverage in minimum amounts of \$150,000 (single)/\$700,000 (aggregate); and general liability coverage in minimum amounts of \$1 million for personal injury for the duration of this Agreement. The District shall be named as an additional insured on each policy. Certificates of insurance shall

be provided to the District prior to commencement of work under this Agreement. This requirement may be waived only by the District's Board of Directors, or its designee.

10. **Professional Competency.** The Contractor certifies that he or she: (1) is professionally qualified to perform the Scope of Work described or incorporated by reference in this Agreement; (2) will perform such work in a good and workmanlike manner and in accordance with the highest professional standards; and (3) will, at Contractor's expense, maintain his or her professional competency, qualifications, and any applicable licenses, throughout the duration of this Agreement. Failure to comply with any requirement described in this paragraph shall be grounds for termination by District pursuant to Section 15 of this Agreement.
11. **Ownership of Work Product.** All work products of the Contractor arising or resulting from this Agreement are "works made for hire" and are the property of the District.
12. **Public Records.** This Agreement, and any and all records or other documents pertaining to this Agreement, including Contractor's work products, are public records and may be subject to public disclosure according to state or federal law. Any product or information deemed proprietary by the Contractor shall be marked "confidential," in which case the District will make all reasonable efforts to keep such product or information protected from public disclosure but cannot guarantee confidentiality if disclosure is required under applicable laws.
13. **Fiscal Records; Access.** The Contractor shall maintain necessary fiscal records pertaining to each Grant applicable to this Agreement, in accordance with the District's internal accounting principles. The Contractor shall maintain such records in a manner specified by, and accessible to, the District and duly authorized representatives of the State of Oregon or the United States government.
14. **Termination.** This Agreement may be terminated prior to expiration by either party upon 30 days' written notice of termination. Within a reasonable time of notification of termination, the Contractor shall turn over to the District all documents and other materials belonging to the District or relating to the District's business. Upon termination, if Grant funds are available the District shall pay the Contractor for fees and expenses actually incurred in performance of this Agreement prior to termination; however, the District may withhold final payment to the Contractor until any documents and other materials belonging to the District are returned. Contractor's sole remedy for early termination of this Agreement by the District shall be compensation for work actually performed by Contractor up to and including the date of termination, subject to the availability of Grant funds.
15. **Indemnification.** The Contractor shall defend, save, hold harmless and indemnify the District, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses, including but not limited to attorney fees and legal costs, arising out of or relating to the Contractor's performance of his or her obligations under this Agreement.

16. **Prevailing Party Fees.** In the event of suit or action filed to enforce the provisions of this Agreement, including any appeal therefrom, the prevailing party shall be entitled to recover from the other party any and all collection costs and attorney fees incurred.
17. **Compliance with Laws; Required Public Contracting Provisions.** In the performance of his or her obligations under this Agreement, the Contractor shall comply with all federal, state, and local laws; permitting procedures; regulations; executive orders; and District rules and regulations applicable to this Agreement.
18. **Modification.** Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.
19. **Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.
20. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the services described herein.
21. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Clackamas County, Oregon.

IN WITNESS WHEREOF, the District has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents and the Contractor has executed this Agreement on the date hereinabove first written.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CLACKAMAS SOIL AND  
WATER CONSERVATION DISTRICT

CONTRACTOR

\_\_\_\_\_

Board Chair

\_\_\_\_\_

Print name: \_\_\_\_\_