

City of Clayton, City Manager's Office
10 N. Bemiston Ave, Clayton, MO 63105
314-249-7773

Request for Proposals (RFP)

RFP #26-003

Website Redesign, Development, Hosting, and Support Services

Solicitation Issue Date:

June 17, 2026

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SECTION 1: INTRODUCTION

The City of Clayton, Missouri (“City”), is soliciting proposals from qualified firms to provide professional website design, development, implementation, hosting, maintenance, and support services for the City’s official municipal website. This RFP states the overall scope of services desired and specific functionality as well as required vendor qualifications. This RFP provides prospective companies with sufficient information to enable them to prepare and submit proposals for consideration by the City to satisfy the needs as outlined in the scope of services.

The City seeks to create a dynamic user-friendly website that is designed and organized in a manner that captures the character and needs of the community; allows visitors to easily find and access information; acts as a marketing tool for the City to highlight its programs, events and services, as well as its amenities and attractions to potential residents and businesses; is mobile-friendly; is easy to update and modify; promotes transparency and accessibility; improves online service delivery; simplifies internal content management; meets current ADA and WCAG accessibility standards; and integrates with existing municipal systems such as GIS mapping systems and third-party applications. Website design and development is expected to begin on October 1, 2026, subject to approval and appropriation from the City Council.

SECTION 2: PROPOSAL INSTRUCTIONS

Release and advertisement of RFP: June 17, 2026

Deadline for submission of questions: June 24, 2026 at 12:00 P.M. CDT

Proposal submission deadline: July 8, 2026 at 12:00 P.M. CDT

Vendor Interview: July 9 – 17, 2026

Contract start: October 1, 2026, subject to approval and appropriation from the City Council.

PROPOSAL SUBMISSION

Sealed proposals must be received by the City of Clayton, Missouri; City Manager’s Office, 10 North Bemiston Ave; Clayton, Missouri 63105 prior to July 8, 2026, at 12:00 P.M. (prevailing central time). Each proposal shall consist of one (1) electronic copy. Email submissions may be sent to Myron Burr, Asst. City Manager at mburr@claytonmo.gov.

It is the responsibility of the proposer to ensure that their proposal is received in the City Manager’s Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered.



Proposals will be opened and evaluated in private by City staff. A public opening will not be held.

Proposals must be clearly identified as a proposal for the City of Clayton, Missouri “RFP # 26-003 Website Redesign, Development, Hosting, and Support Services” and shall show such information in the subject line of the proposal submission.

QUESTIONS

All questions must be submitted in writing to Myron Burr Jr., Asst. City Manager, no later than 12:00 P.M. (CDT) on June 24, 2026 via email mburr@claytonmo.gov. The City will only respond, via addendum, by the end of day on June 29, 2026 to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website. <https://www.claytonmo.gov/government/bid-documents-rfp-rfq>

AMENDMENTS TO RFP

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all proposers who received the original RFP from the City of Clayton. This does not relieve the submitting company the responsibility of regularly checking the City website listed below for updates regarding any addenda associated with this proposal request. Addenda are available on our website at: <https://www.claytonmo.gov/government/bid-documents-rfp-rfq>. If you received this RFP by means other than the bid system, you must furnish your company name, address, and telephone number to the Asst. City Manager identified in the Proposal Instructions section in order to receive any addendum to this RFP. Proposers shall acknowledge receipt of each addendum issued in the space provided on the RFP form.

SECTION 3: PROJECT OBJECTIVES

The City’s goal is to offer clear, user-centered navigation; simplify content management; present a unique and creative visual design; promote a greater understanding of the services and programs of local government; and promote the City’s image in the community and beyond. The site must be easily maintained without requiring coding knowledge. The selected firm would redesign and migrate existing content from the City’s existing website. The City’s goals for this project include:

- Modern and professional website design
- Mobile-first responsive design
- Easy-to-use content management system (CMS)
- Improved search functionality
- WCAG 2.2 and ADA accessibility compliance and routine ADA maintenance
- Improved resident engagement
- Integration with third-party software
- Enhanced cybersecurity and hosting reliability



- Simplified content maintenance for staff
- Scalable platform for future growth

SECTION 4: SCOPE OF SERVICES

Preliminary Scope of Work

A final scope of work will be developed with the City and the respondent submitting the selected proposal (“The Firm”) at the time of selection. The following acts only as a preliminary scope to generally communicate the City’s expectations. The City wants to completely redesign its website so that residents, businesses, and visitors, both current and potential, can easily navigate and access information, file citizen reports and requests, and complete any necessary City forms. This RFP is for web design and hosting services. Contract is expected to begin on October 1, 2026, subject to approval and appropriation from the City Council.

Proposals should include or account for but not be limited to the following:

- Design and build a unique (including migrating content from current sites), attractive website to completely fulfill all City requirements either in this RFP or in discussions with the City following the selection of a Firm.
 - Vendor may be asked to provide demos for standard items to see how the CMS works, including, but not limited to, content approval work flows, RFP integrations, adding new items, etc.
 - Vendor must provide assumptions regarding content migration responsibilities, including automated migration, manual migration, content cleanup, and accessibility remediation of uploaded documents
- Design a consistent, user-friendly navigation framework for the City website that is understandable to users on all levels.
- Design a unique home page for the City website. Design should be simple, aesthetically pleasing and allow users to easily access relevant information.
- Design a template for all pages within the site. All pages must be consistent, look professional and enhance the image of the City.
- Transition existing shortened URLs to new system and design user-friendly vanity URLs that can be organized. Website content editors at the City should be able to set up friendly links themselves, and they should be easy to change, organize and search the short URLs. Ideally, there should also be a way to set up approvals for these short URLs.
- Include the ability to hide/delete pages with no worries that they will later show up in a Google search.
- Include the ability to schedule news highlights to go up and come down at a certain time.
- The Firm should maintain timely and regular communication with the City during the development process and respond in a timely manner to requests/concerns.



- Assist with the development of web page content so information is organized and easy to access and to ensure the entire site has a uniform, consistent format.
- Provide a way to test the site at various stages before the site launch, including an easy way for staff to provide feedback/changes.
- Aid the City in transitioning to the new website including staff training and the production of a manual for changing/updating the website.
- Ability to export all data in standard formats upon request or contract termination.

The selected vendor shall provide all labor, materials, software, hosting, implementation, and support necessary to complete the project.

The primary purpose of the website is as a communication tool between the City and outside stakeholders. To best meet the needs of both, it is expected that the completed website includes each of the following components. This list is not all-inclusive, other functionality may be recommended or added as the site is developed. (**These items are ideal but optional.**)

- a. Fully mobile-first responsive web design.
- b. Alerts and Notifications - display alerts prominently on the website with notifications sent via email and text messaging to subscribers.
- c. Browser-Based Administration - update, delete, and create content from any device with Internet access.
- d. Calendar - update/publish for departments/categories with a main calendar to display all events/meetings.
- e. Content scheduling - set dates for content to automatically publish and expire.
- f. Integration with GIS mapping. Vendor should describe experience integrating with ESRI ArcGIS Online and embedding interactive public-facing GIS content.
- g. A highly-functioning search capability that allows the user to search the whole site or subsections within the site. The search should not be integrated with Google search.
- h. Ability for website content editors at the City to permanently delete pages.
- i. Integration of ADA-compliant features, ensuring the final website is in compliance with the requirements established by ADA, Section 508 and WCAG 2.2, Level AA standards prior to April 26, 2027 deadline. Vendor should explain maintenance protocol and costs to update ADA standards as they may change.
- j. Citizen request management software and "Report a problem" embedded within website
- k. E-Notifications - electronic subscription, scheduled notifications for email and SMS.
- l. FAQ page module.
- m. Sitemap and Breadcrumbs.



- n. Site Statistics - Analytics and site audit reports. The City prefers privacy-conscious analytics solutions that do not rely solely on Google Analytics.
- o. Social Media Interface with multiple channels (preferably Instagram and Facebook).
- p. Live Edit - Add, edit and move content directly on the front end of the site without the need to utilize or be trained in writing HTML or CSS code, with no additional cost.
- q. Online Forms.
- r. Photo Center, Slideshow Capabilities, and Embedded Videos.
- s. Printable Pages - print-friendly function.
- t. "I want to ..." functionality.
- u. Business Directory.
- v. E-Communication Platform - create subscriber lists, and communicate over multiple channels email, text and social media from a single point of access
- w. Ability to turn pages off and on depending on the time of year and have them not turn up in a Google search when they are off.
- x. Ability to preview any changes made to content before publishing to the websites. This should apply to all types of content, including but not limited to: pages, calendar events, news and FAQs.
- y. Integration of Search Engine Optimization (SEO).
- z. Ability to archive pages and content.
- aa. Ability to define a review schedule for all content, prompting the site editors to review published, non-date sensitive content periodically to ensure all items remain accurate.
- bb. Chatbot*
- cc. RFP/RFQ/Bid Posting*
- dd. Agenda Management*
- ee. Online Payments (must work with Tyler Technologies' Incode)*

Any additional features the respondent feels would improve the City website or the transition process. It is expected the Firm will work with the City to develop a site that best meets the needs of the City. The City will look to the Firm to provide municipal-specific direction from their experience working with multiple cities or other government entities.

The City expects the Firm and City will work together to plan and organize information on the site, which most likely will include planning sessions, regular meetings, and continued communication throughout the website design project.

The organizational structure of the site will be set following the selection of a Firm. It is expected the Firm will work closely with the City to develop an organizational structure for the site.



Website Requirements

- a. The site must be unique, look professional, and uniformly represent the City in interaction with residents, businesses, and visitors - both current and potential.
- b. Design for each page must be consistent and continue throughout the site.
- c. In addition to the home page, the City would like to have sub-sites for Parks, Police and Economic Development.
- d. The entry point for the site must represent the quality and character of the City.
- e. Each page must be sized to allow printing or contain a printer-friendly version.
- f. The site design must be compliant with Section 508 and Americans with Disabilities Act guidelines, as reasonably possible. Respondent should make an effort to comply with guidelines; however, the usability of the site and the ability for staff to easily update the site content contained within the website should be considered. Compliance with standards should not prevent any other requirements from being met. Also, the site should provide an ongoing way to maintain an ADA compliant website (automated if possible). Vendor shall identify any exceptions or limitations to meeting ADA or WCAG 2.2 requirements in writing.
- g. Provide an ePayment capability.
- h. The site must be easy to update by City staff using City-owned software or a web-based platform.
- i. Website content editors' system should allow for City to be able to post an unlimited amount of content at no extra cost to City.
- j. Website content management system should allow for an unlimited amount of system users at no extra cost to City.
- k. The site must allow multiple levels of review and approval of content, before the information is published on the site. Must have a minimum of two levels of approval. This should be able to be turned on or off depending on various factors.
- l. The website must utilize a responsive design to display on varying monitor sizes-tablets and all mobile devices (Windows, Android, iPhone, etc).
- m. Integration with City software/applications for various departments. The City is Windows based. Those responsible for website editing work on both Windows and Mac OS systems. The website should be able to integrate with other software programs including Incode, Ionwave, Cognito, etc.
- n. The ability to create "redirect" URLs for special programs/events and specific departments, without additional cost. (i.e. www.dineclaytonmo.com).
- o. Include details, such as costs and technical specifications, for website hosting.

Technical Requirements

- Any website design must be compatible with Microsoft, Apple OS+, and Google environments and comply with all technical requirements including specifications



regarding hardware, software, and the protocol for transferring and updating information as defined by the City during negotiations on the final scope of work.

- Web content management software.
- A content management system with levels of permission and approvals.
- Hosting and maintenance of the websites.
- Storage limits should meet current needs and be able to expand as we grow. The bid should highlight any costs the City will incur should storage limits be reached.
- The site should be accessible from industry standard browsers currently in use and adaptable to new browsers in the future.
- The City could, if necessary and reasonable, upgrade some or all requirements to accommodate website design.

Hosting And Security Minimum Requirements

- 99.671% uptime (outside scheduled maintenance), guaranteed by Service Level Agreement to be supplied upon request.
- Web content management software
- Host servers should be located in the continental United States.
- Websites should be protected with SSL certificates.
- Server host should do regular backups of the site.
- Vendor should describe the security features they have in place to prevent against data breaches and other cyber-attacks and malware.
- Vendor should notify the City of any software updates that may result in downtime are communicated ahead of time, or to establish maintenance windows unless the update is to address a critical vulnerability.
- Data center - Minimum Tier 1 rated data center, on-site power backup and generators, 24/7/365 system monitoring.
- Disaster Recovery - 24/7 emergency support, online status monitor, preemptive monitoring, geographically redundant backup, etc.
- DDoS Mitigation
- Hosting and maintenance of the websites- Automated software updates and security patches, redundant firewall solutions, high performance SAN
- Bandwidth - Multiple network providers, burst bandwidth of at least 22Gb/s
- System should allow for LDAP integration for account access.
- System should have appropriate redundancy and mitigation to prevent and quickly resolve DDoS attacks.
- Storage limits should meet current needs and be able to expand as we grow. The bid should highlight any costs (per gigabyte) that the City will incur should storage limits be reached.



- Site should be accessible from industry standard browsers currently in use and adaptable to new browsers in the future.

Transition of Services

In the event of an early contract termination or at the end of the existing contract and a new Firm is awarded, the incumbent Firm shall facilitate the transition of services to the new Firm. Facilitation will include but is not limited to providing documentation of city systems, sharing the knowledge base of city systems, to ensure city personnel and services are not impacted by transition of services.

SECTION 5: FEE AND AWARD OF CONTRACT

The Firm has thoroughly examined the entire RFP, including all addenda thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal as described in their proposal. The City will not reimburse respondents for any costs incurred in the preparation or submission of the proposal. All proposals are made at the sole cost of the Respondent. The proposed fee should not include or consider the costs incurred in the preparation of the proposal.

Upon selection, the final contract amount will be subject to negotiation to determine the exact scope of services to be provided and the final contract fee amount and a contract outlining all relevant terms shall be executed by both parties. Selection does not guarantee award of the contract. The final contract is subject to approval and appropriation from City Council. In the event the Firm and the City fail to agree to a contract, the City will choose from remaining respondents or cancel and solicit another Request for Proposals.

The City reserves the right, at its sole discretion, to cancel or modify the RFP in part or its entirety.

The proposal should include a total not-to-exceed contract proposal amount. Please be very explicit in listing and describing any services or items not covered in the proposal fee amount. Proposal fees should be broken down to include major fee categories.

Pricing Categories (indicate one time fees and recurring fees):

1. Website Design
 2. Implementation
 3. Training (Indicate Onsite, Virtual or both)
 4. Hosting
 5. Optional Services
 6. Indicate hourly rates for work outside of the scope, additional content, or future development and enhancements
-



SECTION 6: SUBMISSION REQUIREMENTS, QUALIFICATIONS, AND SELECTION CRITERIA

1. The City will consider proposals from Firms with specific experience and success in website development preferably for municipalities. Selection of a proposal will be at the sole judgement of the City. Only those respondents meeting the following conditions will be considered. The submitted proposal must, at a minimum, include the following:
 - The vendor's name and location of the office providing the services under the contract, telephone number and e-mail address.
 - A general description of the vendor, including size, number of employees, primary business, and other business or services offered.
 - Identification of the project manager who will be the primary contact through all phases of the project, as well as identification of other personnel who will be performing engagement work.
 - A timeline indicating the expected completion time of key steps and of the entire project from the execution of the contract agreement. Key steps should be briefly described.
 - Hosting and security features including a description and location of the operations center for website hosting and administration, physical security, power, bandwidth, monitoring, backup, guarantee of online availability, antivirus, data security, hacking prevention, intrusion detection, and staff certifications, if applicable.
 - Date available to begin and number of days to complete the project.
 - Description of the vendor's experience in providing services like those in the Scope of Services for municipal clients.
 - Description of the firm's understanding of the requested services including the proposed approach, specific project steps, timeline to include specific milestones, and interim and final work products. Innovative approaches or concepts, especially those reducing project cost, are encouraged.
 - Proposal Submission Form should include a signature of a representative of the firm with acknowledgement that such individual is authorized to bind the firm contractually.
 - Proposals shall provide a statement as to whether any portion of work performed under this proposal will be subcontracted or performed under a partnership or joint venture. Information on such entities must be included in the proposal such as related experience and qualifications of assigned staff.
 - Submissions should also include, at a minimum, links to other municipal websites created by the firm within the last 12 months.

2. Vendor References

Provide at least five City and/or County references that currently use the proposed system. Please include the following information:



10 N. Bemiston Ave., Clayton, Missouri, 63105

- Agency name
- Address, city, state, zip
- Contact information, including name, phone number and email address
- Years using system
- Population

3. Selection Criteria and Process

All proposals will be reviewed to determine compliance with requirements of the RFP. Firms may be selected for interviews and demonstrations. Primary factors in the evaluation include:

- The quality, conciseness, and completeness of the proposal. (20%)
- The ability of the firm to provide the requested services as demonstrated in the proposal. (20%)
- Proposed fees. (20%)
- Firm's demonstrated qualifications and experience in providing similar services to municipal clients as identified in the Scope of Services. (15%)
- Interview and live demonstration. (10%)
- Project timeline. (10%)
- Firm's past record of performance, if any, with respect to quality of work and ability to meet stated timelines. (5%)

Upon selection, the final contract amount will be subject to negotiation to determine the exact scope of services to be provided and final contract fee. A contract outlining all relevant terms shall be executed for both parties. Selection does not guarantee award of the contract. In the event the Firm and the City fail to agree to a contract, the City will choose from the remaining respondents or cancel this Request for Proposals, and solicit another RFP. All aspects of the scope of services and pricing may be subject to negotiation.

The City reserves the right to request additional information from any respondent after submission of the proposal including but not limited to: additional design templates, clarification of submitted materials, to allow for corrections of misinformation or omitted information.

SECTION 7: TRAINING, MAINTENANCE, AND CUSTOMER SUPPORT

1. Initial training is required to be included in the initial pricing structure. Describe the vendor's initial training services (onsite or other), as well as any follow-up training.
2. The City requires a minimum of 20 potential logins/users for our employees.
3. Describe how support calls are handled. Is 24/7/365 live technical support provided?
4. Is client support handled by dedicated in-house team or through a third party?



5. What is the vendor's average response time for technical issues?
6. Describe the level of user involvement required for system maintenance.
7. Describe the implementation timeframe and resources required for an agency of our size.
8. Describe who has the rights to the content if the City chooses to utilize a different vendor in the future.

SECTION 8: CONTRACT AND COMPLETED WEBSITE

1. The Contract between the Firm and the City will include provisions indicating the compensation schedule and timeline for the completion of and transition to the new website. The City will retain the right of approval for any and all work done in designing the website. It is the expectation and desire of the City to begin work to transition to the new website October 1, 2026, subject to approval and appropriation from the City Council. The target deadline for completion is June 30, 2027. The contract will be for the design and implementation of the City website and will include no guarantee or intent to contract for future services.
2. Upon completion of the contract all content, site design, site templates, and any other item or idea used in the completed website or contained therein will become property of the City. The Firm will relinquish all rights to the website and the City will have sole control over website design, content, and appearance.

SECTION 9: MISCELLANEOUS

1. Bid Schedule: The City may, at its discretion, revise the schedule of events at any time as may be in the best interests of the City. Please refer to the eBidding System for the most up-to-date bid schedule, deadline for questions, due date, etc.

The City reserves the right to change proposal submission requirements and to change the due date at any point during the RFP process, upon notification of all firms and individuals who have expressed to the City the intent to submit a proposal (collectively the "Expected Respondent").

2. Questions, Addendums, and Updates: Questions are to be submitted through the eBidding system. In order to ensure all potential respondents receive the same information, the City will post its response through the eBidding system.

Firms are responsible for checking the City's website for the issuance of any addendums. Any documentation posted elsewhere will not be applicable should a firm use the information as related to a contract protest. Questions received after the deadline for receipt of questions may not be given consideration.

To ensure fair consideration for all Firms, the City prohibits communication to or with any department, elected official, or employee during the solicitation process, except as provided below. Additionally, the City prohibits communications initiated by a Firm to the



City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between the Firm and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a Firm may be grounds for disqualifying the offending Firm from consideration for award of the proposal and/or any future proposal(s)

3. No Public Bid Opening: This solicitation is a Request for Proposals therefore there is no public opening nor will the names of the Firms be read.
4. The City reserves the right, at its sole discretion, to cancel or modify the RFP in part or in its entirety. The City reserves the right, in its sole discretion, to reject any or all proposals, or portions thereof, to waive technicalities or deficiencies in any or all of the proposals.
5. Proprietary Information: All proposal submissions will become the property of the City. If any proprietary information is contained in the proposal submission, it should be clearly identified. Marking the entire proposal submission as proprietary will be neither accepted nor honored. If a request is made to view a Firm's proposal submission, the City will comply according to Missouri Sunshine Law.

By submitting the proposal, the Respondent relinquishes all rights to submitted proposals or the ideas contained therein, and the City reserves the right to retain all submitted proposals and to use any ideas in any proposal submitted, regardless of whether the proposal is selected. All material submitted in response to the RFP shall become property of the City and will not be returned.

Prior to the execution of the agreement between the City and the Firm, the contents of each proposal will remain confidential, to the extent permitted by law, and not made available to anyone except those involved in the selection process.

6. Bid Validity Period: Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety (90) calendar days after the RFP due date and for the specified contract period.
7. Execution of Agreement: The successful firm shall be required to enter into an agreement with the City of Clayton at the time of award, and shall simultaneously provide any required documentation, such as insurance certificates. A copy of the sample agreement is attached. The final contract is subject to approval and appropriation from the City Council of the City.
8. Use of City Logo or Trademark: The City logo or trademark is not to be used in bid submissions or advertisements. The Firm agrees that it shall not use in any form or medium the logo or trademark of the City unless it receives the prior written approval of the City Council of the City.



9. Non-Discrimination: The Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Firm shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability. The Firm shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this anticipated contract. A breach of this provision may be grounds for Contract termination.

Firm Name: _____

REFERENCES FORM

Firm shall provide with their RFP submission, at least three references of current clients (within the past five years). Do not include the City of Clayton as a reference. Failure to provide references may be cause for rejection of the proposal. **Upload this completed form into the eBidding System.**

Company: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____

Type of equipment/service provided:

Dates/year(s) service was provided: _____

Company: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____

Type of equipment/service provided:

Dates/year(s) service was provided: _____

Company: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____

Type of equipment/service provided:

Dates/year(s) service was provided: _____

PROPOSAL FORM

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made as part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal Number 26-003 and to all the conditions imposed herein, the undersigned offers and agrees to provide a website design and hosting services for the City of Clayton in accordance with the scope of services and intent of the request for proposals contained herein.

Proposal Form shall be attached to respondent's proposal.

Indicate whether: () Individual; () Partnership; () Corporation

Incorporated in the state of: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

CITY: _____

SIGNATURE: _____

STATE/ZIP: _____

PHONE NO.: _____

TAX ID NO.: _____

DATE: _____

Presented as example; not required with proposal
CITY WEBSITE REDESIGN AGREEMENT #26-003

THIS AGREEMENT (this "Agreement"), is made and entered into by and between _____, a _____ having a principal office at _____ (the "Firm"), and the City of Clayton, a Missouri municipal corporation located in St. Louis County (the "City"). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

RECITALS

1. In response to Request for Proposals (RFP) #26-003 of the City requesting proposals for City Website Redesign, the Firm has submitted a certain Proposal in accordance with the Proposed Documents to perform the Services.
2. After due consideration, the City has accepted the Proposal of the Firm and the parties hereto desire to enter into this Agreement whereby the Firm shall undertake the performance of the Services in accordance with the Contract Documents and the City shall pay the Firm as hereinafter specified.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Firm hereby agree as follows:

1. **Contract Documents:** This Agreement shall consist of, including and without limitation:
 - a. Request for Proposals #26-003
 - b. Firm's Proposal and Schedule of Fees
 - c. Executed Agreement
 - d. Affidavit of Participation in Federal Work Authorization Program Form
 - e. E-Verify with Electronic Signatures
 - f. Terms and Conditions
 - g. Scope of Services

and shall also include any Exhibits to the above documents, any Addenda issued prior to receipt of bid proposals, any duly-issued Modifications, and all other documents contained or specified within the specifications, details or job special provisions, as such may be on file in the office of the Finance Department and Office of the City Clerk of Clayton, Missouri (all of the foregoing collectively referred to as the "Contract Documents" are hereby incorporated in this Agreement by reference).

When any provision(s) of the contract documents conflict, the provision(s) most advantageous to the City shall govern.

2. **Term:** This Agreement shall become immediately effective and legally binding on the date last signed below, and shall remain in effect for a term of three years, with City reserving the option to renew for two (2) additional consecutive two-year periods, subject to the "Multi-year contracts; Non-appropriation" provisions of the attached Terms and Conditions. Upon expiration of the last term, the agreement will continue on a month-to-month basis until the City is able to obtain a new agreement through the process dictated by the City Procurement Policy.
3. **Scope of Services:** Services to include all services set forth in the Scope of Services, Section 4 of the Request for Proposal (the "Services").

Except as expressly specified herein, Firm hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the services which are particularly described as set forth in the Scope of Services, Section 4 of the Request for Proposal. All Services shall be in conformance with all applicable policies of the City and laws of Missouri applicable to 4th class cities, all federal laws and requirements and all rules and regulations thereunder, and the generally accepted standard of care.

The above described Services shall be provided by the Firm in accordance with all the provisions of this Agreement, City policies and attached City of Clayton Terms and Conditions for the Services, attached to the Request for Proposal and incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

4. **Compensation:** The City hereby agrees to pay the Firm, as full compensation for the complete and satisfactory performance of this Agreement such amount as is set forth in the attached Offer and Schedule of Fees as submitted by Firm that is incorporated herein in its entirety and subject to any such limits as established herein or therein and in approving authorization by the City.
5. **Time and Manner of Payments:** All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty (30) days of receipt of an invoice received after satisfactory performance of the Services. All invoices MUST HAVE an approved Purchase Order number. Invoices received without a Purchase Order number listed will delay payment. Payment Terms are net 30 days. Remit Address is City of Clayton, Accounts Payable, 10 N. Bemiston, Clayton, MO 63105.
6. **Attorney Fees' and Costs:** The Firm shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Firm's breach of the Agreement, the Firm's failure to perform any

obligation or requirement contained herein, or the City's enforcement of this Agreement.

7. **Other Representations, Warranties and Other Covenants by the Firm:** The Firm represents and warrants that the Firm (i) is organized and existing to conduct business in the State of Missouri; (ii) has received all necessary approvals to enter into this Agreement; (iii) has been engaged in such work as is required for the Services; (iv) has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises; (v) and has sufficient expertise, knowledge, information and data, and engages sufficient personnel to perform the Firm's obligations under this Agreement. The Firm further represents and warrants that the Firm is an equal opportunity employer. The Firm agrees that the Firm shall not use in any form or medium the name of the City for any advertising unless the Firm receives the prior written consent of the City.

8. **Amendment; Waiver:** No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

9. **Firm's Liability Insurance:** The Firm shall obtain and maintain during the term of this Agreement, the insurance coverage at least equal to the coverages set forth in this section and as further provided in the Terms and Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo as adjusted from year to year. Insurance policies providing required coverage shall be with companies licensed to do business in the State of Missouri and rated no less than A- by Best or equivalent and no additional payment will be made therefor by the City:

Commercial General Liability Insurance
(including coverage for Products and Completed Operations, Bodily Injury, Personal & Advertising Injury and Property Damage)

\$2,000,000 per occurrence
\$4,000,000 aggregate

Business Automobile Liability Insurance
(covering any owned, hired and non-owned vehicles))

\$2,000,000 combined single limit

Employer's Liability

\$1,000,000 bodily injury by accident (each accident)
\$1,000,000 bodily injury by disease (each employee)
\$1,000,000 bodily injury policy limit

Professional Liability

\$2,000,000 per claim

In addition, the Firm shall provide Workers' Compensation Insurance in at least Missouri statutory amounts for all workers employed at the Project site.

The City is to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the City. The coverage shall include defense of claims against the City as additional insured.

The Firm grants a waiver of any right to subrogation which any insurer of said Firm may acquire against the City. Each insurance policy required by this exhibit shall waive all rights of subrogation against the City for losses arising from work performed by the Firm for the City. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Firm shall not allow any required insurance policy to be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) days written notice has been given to the City, or ten (10) days prior written notice for non-payment of premium.

Policy shall name the Firm as the Insured. Certificates evidencing such insurance shall be furnished to the City prior to Firm commencing the services as outlined in this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to evidence coverage on its behalf. The City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of required insurance policies at any time.

All certificates must state, "The City of Clayton is an additional insured on a primary and noncontributory basis, and all insurers have waived their rights to subrogation on all policies". Certificate Holder shall be listed as "City of Clayton, Attention Finance Department, 10 N. Bemiston Ave., Clayton, MO 63105." The field for waiver of subrogation and additional insured should be checked as well.

The Firm shall require any contractors, sub-contractors, and other persons doing business with or for the Firm to maintain at least the insurance as required, or the liability for said party shall be covered by the Firm. If the Firm maintains broader coverage and/or higher limits than the minimum limits, the City shall be entitled to the broader coverage and/or higher limits maintained by the Firm. Limits may be satisfied by any combination of primary and excess/umbrella limits.

The City may amend or waive any insurance coverage or amounts required by this paragraph when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

10. Force Majeure: City or Firm may, without liability, delay performance or cancel this Agreement on account of force majeure events or other circumstances beyond its control, and without its fault or negligence, including, but not limited to, strikes, acts of God, political unrest, epidemics, pandemics, embargo, or casualty.

11. Termination: The City shall have the right to terminate this Agreement at any time for any reason by giving the Firm written notice to such effect. The City shall pay to the Firm in full satisfaction and discharge of all amounts owing to the Firm under this Agreement an amount equal to the cost of all Services performed by the Firm up to such termination date, less all amounts previously paid to the Firm on account of this Agreement Price. The Firm shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Firm for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

12. Notices: Any notice required to be provided under this Agreement shall be sent via U.S. Mail or via e-mail, but if sent by e-mail shall not be deemed delivered until acknowledgement of receipt. Notices shall be effective when received at the address as specified below. All such notices shall be sent to each party at the address below, or to such other address as designated by such party:

IF TO THE CITY: City Manager’s Office

Myron Burr, Jr., Asst. City
Manager
10 N. Bemiston Avenue
Clayton, Missouri 63105
E-mail: mburr@Claytonmo.gov

IF TO FIRM: Name & Title: _____
Company Legal Name: _____
Address: _____
Email: _____

It is the responsibility of each party to notify the other in writing of any change in address.

13. Severability: The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

FIRM

CITY OF CLAYTON, MISSOURI

Signature

Bridget McAndrew, Mayor

Print Name & Title

Attest: (if Mayor signs)

Date

City Clerk

Date

TERMS AND CONDITIONS

Independent Firm. The Firm shall be and operate as an independent Firm in the performance of this Agreement. The Firm shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Firm shall be employees of said Firm and not employees of the City in any respect.

Compliance with Laws. The Firm shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Services, the Firm shall notify the City of the nature and impact of such conflict.

Subcontracts. The Firm shall not subcontract any of the Services to be performed by it hereunder without the express written consent of the City, except as provided herein. In the event Firm utilizes a subcontractor, the Firm shall ensure that any agreement between Firm and such subcontractor complies with all requirements imposed for such agreement by federal, state, and local law.

If the Firm submits invoices to the City which include payments to be made on account of work performed by a subcontractor, such payments shall be conditioned upon submission by the Firm of waiver of liens, or such other documents satisfactory to the City to protect the City's title to land, buildings, or improvements or to otherwise protect the City's interest. By submitting an invoice to the City, the Firm warrants and guarantees that title to all land, buildings or improvements which may be subject to a lien under 429.015 RSMo, upon the receipt of such payment by the Firm, will not be subject to a lien under 429.015 RSMo.

Assignment. This Agreement shall not be assigned by the Firm to an unrelated entity. Firm may be permitted to assign this Agreement to a wholly-owned subsidiary or related company, provided City consents in writing to such proposed assignment after the City is provided such information as requested by the City for it to conclude that the subsidiary or related company is fully able to perform the obligations of Firm under the Agreement. The City may withhold such consent and thus bar any such assignment as it deems appropriate.

Indemnification; No Personal Liability; Immunity Retention.

Indemnification. To the fullest extent permitted by law, the Firm agrees to defend with counsel approved by the City, and indemnify and hold harmless the City, its elected officials, officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs

and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of this Agreement or out of services negligently or improperly performed hereunder by the Firm, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Firm under the terms of this Agreement. The Firm shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, the Firm agrees that this indemnification requires the Firm to obtain insurance in amounts specified herein and that the Firm has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

To the extent work is performed on private property of other persons or entities, whether subject to an easement or not, the Firm agrees to defend and indemnify and hold harmless such property owner from and against any and all liabilities, damages, losses, claims or suit, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or money damages, or trespass, or any other circumstances, sustained by such property owner, arising from the Firm's breach of the Contract or out of services or products provided by the Firm or its subcontractors under the terms of this agreement. The Firm shall not be liable for any loss or damage attributable solely to the negligence of such property owner.

No Personal Liability. No Aldermen, officer, administrator, director, board member, or employee of the City shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement. The Firm shall look solely to the City for the satisfaction of any claims the Firm may have arising under this Agreement.

Immunity Retention. By execution and performance of this Agreement, the City does not intend to, nor shall it be deemed to, have waived or relinquished any immunity or defense on behalf of the City, or its Aldermen, officers, administrators, directors, board members, or employees.

Insurance. The Firm shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the Invitation for Bids, if any, otherwise in the amounts required by the City, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo, as amended, applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Firm shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the Invitation for Bids, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo applicable to political

subdivisions unless otherwise approved by the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Firm's services, as determined by the City, shall be named as additional insured on a primary and non-contributory basis, with duty of defense on all insurance policies required hereunder.

Non Disclosure/Confidentiality. The Firm agrees that it will preserve the confidentiality of all City data and account information and will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

Changes. No change in this Agreement shall be made except in writing prior to the change in Services or terms being performed. The Firm shall make any and all changes in the Services without invalidating this Agreement when specifically ordered to do so in writing by the City. The Firm, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. If the City and the Firm shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of the Firm, upon written notice from the City, to immediately proceed with such alteration or change, and the Firm shall be compensated the reasonable value of such Services. **No work or change shall be undertaken or compensated for without prior written authorization from the City and shall be subject to any required approval from state or federal departments or agencies.**

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "**Event of Non-appropriation**"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Agreement, the Firm shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Firm.

Other Firms. The City reserves the right to employ other Firms in connection with the Services.

Request for Proposals. If the City issued a Request for Proposals in connection with the Services, such Request for Proposals and the proposal of the Firm in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the Request for Proposals and this executed Agreement or proposal of the Firm, the requirements of the City's Request for Proposals and this executed Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement.

Work Records and Work Product. The Firm shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Firm created in performance of or relating to this Agreement. The Firm agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product. Upon termination of this Agreement, the Firm shall promptly deliver to City any documents, and work product, whether printed or electronic.

Personnel. The Services shall be performed exclusively by the personnel of the Firm identified in the Firm's bid and no other personnel of the Firm shall perform any of the Services without the express written approval of the City.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Firm shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Firm shall also sign an (Affidavit of Participation in Federal Work Authorization Program) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Services. The Firm shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 RSMo.

Anti-Discrimination Against Israel Act. Provided this contract is in an amount of \$100,000 or more OR Firm has 10 or more employees, pursuant to Section 34.600 RSMo, Firm certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from (i) the State of Israel, (ii) companies doing business in or with Israel, or authorized by, licensed by, or organized under the laws of the State of Israel, or (iii) persons or entities doing business in the State of Israel.

Representations. The Firm agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree this Agreement represents the entire agreement between the parties.

Firm covenants, represents and warrants the following: (a) Firm is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (b) Firm has the power and authority to enter into this Agreement and to carry out its obligations hereunder and the execution of this Agreement has been duly authorized by Firm and no other proceedings on the part of Firm are necessary to authorize this Agreement; (c) neither the execution of this Agreement, nor the acts contemplated hereby, nor compliance by Firm with any provisions of this Agreement, will violate any charter document, contract, agreement, law, or any judgment, decree, order, regulation or rule of any court or governmental authority with jurisdiction over Firm; (d) Firm has completed, obtained and performed all registrations, filings, approvals, licenses, authorizations, consents or examinations required by any government or governmental authority for entry into the Agreement and performance of its acts contemplated by this Agreement, and Firm shall maintain proper authorizations during the term of the Agreement; (e) the personnel of Firm responsible for discharging Firm's duties and obligations under this Agreement are individuals experienced in the matters set forth herein and Firm will notify the City in the event that there is a proposed change in the status of Firm's key professionals, and shall immediately notify the City of any change in such staff (if prior notice was for any reason not given) and in any event such notice shall be provided within three days of any such change; (f) Firm shall carry out its duties and obligations in accordance with the provisions of all applicable ordinances, regulations and laws of all governmental entities with jurisdiction over the transactions contemplated; (g) Firm shall notify the City of any material change in the organizational structure and/or ownership of Firm within a reasonable period of time following such a change; and (h) Firm shall promptly notify the City orally and/or in writing if any of the representations and warranties of Firm set forth in this Agreement, including but not limited to those set forth below, shall cease to be true at any time during the term of this Agreement.

Neither Firm nor, to its knowledge, any of its officers or directors, nor any of its affiliates, has ever been (i) convicted or pleaded guilty or nolo contendere to a felony or misdemeanor involving (1) an insurance or insurance related business, (2) fraud, false statements or omissions, or (3) the wrongful taking of property, bribery, forgery, counterfeiting or extortion; or (ii) found by a court or administrative agency to be in violation of any federal or state insurance or insurance-related statute or regulation.

Firm shall not make or receive any gift, emolument or benefit by reason of any business which it may get from or give to any person growing out of service rendered hereunder, including the City, and hereby represents that it has complied with and will comply with any and all relevant Federal and State laws.

All representations, warranties and covenants made in or pursuant to this Agreement shall survive its termination.

Governing/Choice of Law; Jurisdiction. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement, shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri or the U.S. District Court for the Eastern District of Missouri.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Contractor/Subcontractor/Vendor Sustainability Questionnaire

The City of Clayton collects demographic data on contractors, subcontractors, and vendors in order to quantitatively measure its marketing efforts to identify and attract bids from businesses committed to sustainability.

This form must be completed by all contractors, subcontractors and vendors. The information provided in Section 1 is used for statistical purposes only. It will not be used as a basis for the award of contracts or purchase orders.

Section 1

1) Contractor/subcontractor/vendor name _____

2) Contract name or bid number

3) Does your company have a sustainability plan? ___ Yes ___ No
If so, please provide a copy with the bid documents.

4) Does your company have a sustainable product purchasing policy? ___ Yes ___ No
If so, please provide a copy with the bid documents.

5) Has your company obtained any certificates or recognition related to sustainability efforts? If so, please provide the accolade received and date of award.

Section 2

I/we acknowledge that the City of Clayton has a Green Procurement Policy, and that I/we have reviewed the Green Procurement Policy and agree to comply with its requirements. We also acknowledge and agree to comply with Section 215.775 of the City of Clayton Municipal Code, which prohibits vehicle idling for longer than three (3) consecutive minutes unless the engine is being used to operate a loading, unloading or processing device.

Signature

Date

CONTRACTOR/SUBCONTRACTOR/VENDOR QUESTIONNAIRE

(please type or print neatly)

The City of Clayton collects demographic data on contractors, subcontractors, and vendors in order to quantitatively measure its marketing efforts to identify and attract bids from minority and women-owned business enterprises.

This form must be completed by all contractors, subcontractors and vendors. The information provided is used for statistical purposes only. It will not be used as a basis for the award of contracts or purchase orders.

1) Contractor/subcontractor/vendor name _____

2) Contract name or bid number _____

3) Choose the category below which best describes your business:

Abbreviations*	mbe	minority-owned business enterprise
	wbe	woman-owned business enterprise

- mbe
- wbe
- Section 3
- both of the above
- none of the above

4) If a mbe or wbe please indicate below those listing services with whom you are certified.

<u>Certifying Organization</u>	<u>Certification Number</u>
<input type="radio"/> St. Louis Minority Business Council	_____
<input type="radio"/> State of Missouri	_____
<input type="radio"/> Bi-State Development Agency	_____
<input type="radio"/> City of St. Louis	_____
<input type="radio"/> St. Louis Women's Yellow Pages	_____
<input type="radio"/> Other(s) _____	_____
_____	_____

5) Does your company have a supplier diversity plan? _____ Yes _____ No
If so, please provide a copy with the bid documents.

6) Does your company have a diversity, equity and inclusion policy? _____ Yes _____ No
If so, please provide a copy with the bid documents.

7) What percentage of your supplies come from mbe/wbe? _____% _____ Unknown

8) _____
Signature

Date