

# CITY OF RAYMORE, MISSOURI

## REQUEST FOR PROPOSAL



### City of Raymore Website Content Management System Update & Redesign

#### SUBMITTAL DEADLINE

Sept. 10, 2015 10:30 a.m.

#### RFP NUMBER

15-010

## **City of Raymore Request for Proposal**

Sealed proposals will be received by the Purchasing Specialist at the City Hall, 100 Municipal Circle, Raymore, Missouri, until 10:30 a.m. on Sept. 10, 2015. In accordance with the Missouri Sunshine Law, RSMo 610.021, the proposals for the above project will be opened on said date and time and only the bidder name will be read aloud along with required documents checked for responsiveness. On all requests and correspondence, please reference RFP Number 15-010.

The City of Raymore will accept separate sealed bids from qualified firms interested in the following:

### **Raymore Website CMS Update and Redesign**

Documents are available by contacting Kim Quade, CPPB, Purchasing Specialist, at 816-892-3045 or by e-mail at [kquade@raymore.com](mailto:kquade@raymore.com). The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. To negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive, to accept, at its option, any alternates. No offeror may withdraw his bid for a period of 60 days after the date of opening.

## PART I

### DESCRIPTION OF SERVICES REQUIRED

#### 1. INTRODUCTION/DESCRIPTION OF SERVICES:

The City of Raymore is looking for a vendor who can develop and design the City's website to create an inviting and dynamic environment where we can:

- ❖ Showcase the city as growing suburb of the Kansas City metropolitan area
- ❖ Provide information and news in an engaging way
- ❖ Conduct online business 24/7 with residents
- ❖ Highlight economic development opportunities throughout the community

We are seeking a vendor who understands that the web is a valuable visual tool and will build a site that will give the City the ability to show graphics, images and other items in ways that will allow residents to understand how their city government is working for them.

We are a community of roughly 20,000 and growing rapidly. Our website generates roughly 1,000 pageviews a day with many getting only as deep as the homepage or department-specific page. Our challenge is to develop a site that respects and nurtures department identities (Police, Public Works, Park & Rec, for example) but is still easy to navigate or is organized in a fashion that residents looking for a service or program don't have to have an insider-like knowledge of our organization to find what they are looking for.

The foundation of this site will be an easy-to-use and intuitive content management system that can be managed by one, but scalable to allow others to make updates individually or under the supervision of a site publisher or webmaster.

#### 2. ANTICIPATED SCOPE OF SERVICES:

These are provided only as a preliminary scope of services. As we engage with a vendor, we would like to work in a partnership to develop best practices, site architecture, navigation and design together based on your experience and our needs.

**(a) The new or upgraded CMS should provide, at a minimum, the same features as the existing site using current technology.** Specifically, our current content management system allows for the following: secure user and group administration, easy-to-use WYSIWYG interface for maintaining and updating content, collaborative authoring, content approval and work flow, content versioning, content scheduling, document and image management, and unlimited page or content creation.

**(b) Navigation management. The navigation system should have the following features:**

- (i) Content categories: Ability to sort site content into categories, making the content easy to target to different pages.
- (ii) Drop down menus: Ability for website users to quickly view, locate and navigate information.
- (iii) Error 404 (page not found): Ability for website to display custom Error 404 (page not found) page when the requested page is not available.
- (iv) External link splash page: Website should be able to generate an external link splash page for pages that take users outside of the city site.
- (v) Link redirect: Ability to create vanity URLs, short URLs, and redirect links to pages on the city's website.
- (vi) Navigation control: Ability to add new pages or move pages anywhere within the website to make it easy and accessible for website visitors. Ability to modify the default navigation settings, including but not limited to hiding/displaying navigation menu items and allowing the inclusion of menu items stored under different sites.
- (vii) Navigation levels: Ability to use multiple levels and paths of navigation to the same resource.
- (viii) New windows: A new window should open whenever the user clicks on a PDF or on an external link (see "external link splash page" above). For all other links, refresh the current/main window.

**(c) Interactive components**

- (i) Calendar system (monthly, weekly, daily and yearly views): Ability for users to have the following features:
  - Find events
  - Recurring events function
  - HTML editing capabilities, including ability to include photos and links
  - Automatic archiving
  - Integration with e-notifications
  - Ability to create and assign filtering categories to events
  - Ability to control which events to include on the homepage of the site
  - Ability to apply different calendar formats, including monthly calendar and a listing of events
  - Automatic RSS feed
- (ii) Maps: Incorporate City's Geographical Information System (GIS) maps and/or data to show aerial and street level views of all city buildings, parks, community centers, etc. Provide door-to-door directions, brief information and links to other pages within the site.
- (iii) Staff directory: Directory of city staff, departments and other related agencies with contact information and description of their role or area of specialization

**(d) Community outreach, media and social networking integrating features for social media:**

- (i) Online Newsroom/Calendar: Ability to post news to a page or pages on the site. News should have the ability to be automatically archived at a predefined time after publishing and scheduled to be published at a future date and time. News headlines should have the option to be displayed on the homepage in an order defined by staff.
- (ii) E-notifications and subscription based newsletters: Ability to have people sign up for e-newsletters and the city to send out e-notifications to individuals signed up for an e-news list such as Constant Contact.
- (iii) Audio and video embedding: Ability to embed audio and video in to website pages.
- (iv) Forwarding page feature: Ability to forward pages to friends, coworkers, etc. using a simple form that asks for the sender and recipients email addresses and allows for the ability for the sender to place a short message to the recipient.
- (v) Integrated current social media tools: Integration with social networking websites, including the ability to selectively update Facebook, Twitter, Instagram and other social media networks with the content management system as staff updates the website.
- (vi) Ability for site visitors to share site content through their social media channels including, but not limited to, Twitter and Facebook, as well as the ability to integrate future social media tools
- (vii) RSS Feed Reader: Ability for staff to set up feed readers for important city information
- (viii) RSS Feeds: Ability for users to sign up to receive RSS feeds

**(e) Integration of third-party sites and services;** third party tools, features and databases should have the same look and feel as the city's website and the links to the third-party websites should be integrated into the site's navigation.

**(f) City branding**

- (i) Consistent look and feel of website: Throughout the website the look and feel should be consistent and convey the city brand, including, but not limited to typography, photography, logo and other graphic elements and color scheme.
- (ii) Homepage design: The homepage design should convey a sense of place and the city brand, with the search feature prominently displayed.
- (iii) Department homepage designs: Department homepage should provide the same functionality as the homepage but for a specific department.

**(g) Convenient user experience.**

- (i) Enhance access to, and improve usability to promote City's online services and resources
- (ii) Provide a maximum page loading speed of three seconds on commercially available DSL and cable connections
- (iii) Provide a smooth transition from page to page with limited distortion while loading

**(h) Fully functional, both viewing and editing, with the major browsers and operating systems on PC and Mac.**

- (i) Ensure implementation is functional with the current versions and one version back of major browsers and operating systems. Example: Windows 8.1/IE 10 and Mac OS X/Mavericks.
- (ii) The site will be required to support browser versions that are more than 3 years old where the older version still accounts for 10% of sites Web traffic.
- (iii) The site will not be required to support any browser that is no longer available for download from the manufacturer's website or whose manufacturer has ceased development.
- (iv) The site will not support browsers for operating systems that are not currently supported by the OS' manufacturing company, or whose manufacturer has ceased development.

**(i) Functional (viewing and editing) with all major mobile devices. The website will be easy to use (for viewers and content managers) with all major mobile devices, including but not limited to:**

- (i) Tablets – iPad, Samsung Tablet, MS Surface
- (ii) Smart Phones – iPhone, Blackberry, Android and Windows Mobile phones

**(j) Comply with Americans with Disabilities Act Section 508 and World Wide Web Consortium standards.**

- (i) Site should be accessible to those with disabilities. The final design must comply with all requirements of Web Content Accessibility Guidelines, WCAG 2.0 (Minimum Level AA).
- (ii) Site should have the ability to scale fonts to increase the overall size of the font on each page.
- (iii) Cascading style sheets will be utilized to ensure consistency and separation of content and design.
- (iv) Ability for user to place alt-tags on images and inline links that automatically generate with photo and inline links.
- (v) The site will support W3C standards as much as technology will allow, so long as it does not reduce the active functionality of the site to our supported users.
- (vi) Ensure the site is HTML5, and CSS3 compliance.

**(k) Search engine optimization (SEO) and site search functionality.** The site should provide for Search engine optimization to allow the highest possible ranking of the individual pages with in the site from all major search providers, including but not limited to Bing, Google, MSN Search, and Yahoo!

- (i) The site should be accessible by spiders for the purpose of indexing the site.
- (ii) The site should be structured in a manner that spiders can crawl easily.
- (iii) The site should provide meta title and meta descriptions tags that can be maintained by city staff.

- (iv) The site should provide robust and prominent smart search functionality that allows users to type in a word or phrase in order to find information on the site.
- (v) The search feature should be able to provide results for a single word, combination of words, or the exact phrase searching using quotation marks.
- (vi) The search feature should be able to auto correct and/or provide results that best match misspelled words or phrases.
- (vii) The search feature should be able to provide “Best bet” results.
- (viii) The search feature should be able to search both HTML pages and documents, such as PDF files and Microsoft Word documents.
- (ix) Results will be returned in order of relevance based on the frequency of the search words in the page content or metadata and results can be browsed by category.
- (x) Users should be able to browse search results within different content types, such as documents, event calendar and news.

**(l) Responsive site design.** Any new website design for this project should be easily viewable from a desktop, tablet or mobile device of any manufacture. The user experience should be similar across all devices, allowing for differences in device layouts or requirements (i.e., many sites optimized for smart phones have the menu as a touchable icon, rather than immediately visible navigation links).

**(m) Data and file migration from existing site, and integration into new site.** Understanding that this RFP provides the City with the opportunity to restructure and update its content, the City has a significant investment in the existing content and files. Proposals should include the necessary process for migrating the data and files from the existing CMS into any new or upgraded CMS. This includes integrating the existing content into the new design, navigation structure, and site.

**(n) Secure, fault tolerant and highly available hosted environment to support site development and deployment to the public including:**

- (i) Unlimited bandwidth for peak demands
- (ii) Backup services with the ability to restore the site to a “point in time”
- (iii) Site redundancy at multiple locations
- (iv) Provide up time level of 99.9% with a financially backed guarantee

**(o) On-going technical training and design support.** Describe how your company will provide initial training for the City’s appointed content users. In addition, describe how you will provide on-going support by job title, including project management, development, help desk support and training as separate items. Preference will be given to vendors that provide support as an unlimited part of ongoing services, within reason, rather than a pay-per-use system that discourages customer questions and interaction.

- (i) Provide on-going tech support services for issues with the site and any future development.
- (ii) Provide optional maintenance and development service plans as needed.

**(p) Optional features and services including, for example but not limited to, those listed below:**

- (i) Calendar features: Ability to include PDFs as well as photos and links
- (ii) Photo gallery/slideshow: Gallery should house photos of city locations, events and programs for website users to view
- (iii) Translation: Ability to translate information on website in to different languages
- (iv) Search and replace: Ability to search all pages on the website for certain words and replace the old word with a new word in one step
- (v) Site map generator: Ability to allow users to navigate from a central site map where they are able to see a snapshot of the overall website structure. Changes made to a page on the website are automatically updated on the site map
- (vi) Social media content management system: Ability to post to multiple city social media channels content from the website and schedule posts for future dates and times
- (vii) Reports, for example:
  - Analytic reports: Ability to create website reports that analyze website traffic
  - Broken links reports: Displays the pages containing broken links and highlights the exact locations of the broken links within each page. Administrator can click on the page's URL to fix the broken links
  - Misspelled words reports: Displays the pages containing misspelled words and highlights the misspelled words on that page. Administrator can click on the page's URL to fix the misspelled words
  - Hot-links reports: Displays the URLs of all pages linked from a specified page

**(q) Long-term management.** Include a strategy for the long-term management of the website's architecture and Content Management System including:

- (i) Maintenance of website architecture.
- (ii) Technical support of CMS.
- (iii) Assistance with implementation of third party software to the website.
- (iv) Potential re-design in three to five years

## **PART II**

### **REQUESTED INFORMATION AND PROPOSAL FORMAT**

#### **1. The proposal submitted should include the costs of**

- 1. The Base Bid, which must include:
  - a. Designing and building the basic site, including migrating content for top-level pages and a site map
  - b. A content management system with levels of permission and approvals
  - c. Annual web content management software licensing and support costs



- d. Additional functionality. The bidding firm may respond to all or some of the functionalities listed below based on its knowledge and experience with such functions. For example:
  - i. Events Calendar
  - ii. Site search capability
  - iii. E-commerce
  - iv. Online permitting
  - v. Archiving (with version control capability)
  - vi. Streaming video of meetings
  - vii. Emergency notification to residents and/or an intranet
  - viii. Citizen request/complaint tracking
  - ix. Other \_\_\_\_\_
2. The proposal should specify the necessary software and hardware, additional communication requirements, integration needs and potential costs necessary to host and maintain the website (e.g., hardware, software, installation, licensing, training, conversion and testing).
3. The proposal should include details on the firm's years of experience related to website design, the names of all principals and the resumes of all principals who would be involved in the project, as well as their roles and responsibilities for the project.
4. The proposal should include the approach and timeline for completion of the project with a delineation of tasks/activities required of City staff.
5. The proposal should include basic training for a minimum of 20 employees, a training plan, online tutorials and/or documentation and a training timeline.
6. The respondent should provide a list of comparable websites, including those of municipalities and governmental agencies that have been designed by the firm. Each site listed should include the website address, company/agency contact, emailing address and telephone number. These companies/agencies will be contacted for references.

## **2. FINAL STRATEGY AND TIME TABLE**

Once the City has made its evaluation and reviewed the proposals, the City will meet with the selected vendor. By mutual agreement, the strategic plan, the time-table, and the cost for accomplishing the project will be finalized and made part of the Contract.

## **3. REQUEST FOR INFORMATION:**

Any requests for clarification of additional information deemed necessary by any vendor shall be submitted to Communications Manager Mike Ekey at Raymore City Hall, 100 Municipal Circle, Raymore, Missouri 64083, 816-892-3109 or by e-mail at [Mekey@raymore.com](mailto:Mekey@raymore.com). All requests for information must be submitted by September 4th, 2015 at 5:00 p.m.



## EXAMPLE DOCUMENT

### CONTRACT FOR RAYMORE WEBSITE CMS UPDATE AND REDESIGN

#### *Request for Proposal*

Appendix A will be negotiated/finalized with the successful Contractor and included at a later date.

Agreement made this \_\_\_\_\_, 2015 between \_\_\_\_\_, an entity organized and existing under the laws of the State of \_\_\_\_\_, with its principal office located at \_\_\_\_\_, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of \_\_\_\_\_ and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

#### ARTICLE I THE WORK

Contractor agrees to perform all work and provide all deliverables as specified in and according to the Request for Proposal RFP #15-010 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFP # 15-010 including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

## ARTICLE II TIME OF COMMENCEMENT AND TERM

Contractor agrees to perform an update to the City of Raymore CMS and website redesign as prescribed in the RFP document. This contract is for services provided in a one-year period beginning November 1, 2015 and ending Oct. 31, 2016. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

## ARTICLE III GUARANTEED PRICING CONTRACT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix A.

## ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows:

The Contractor shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

In the event of the Contractor's failure to perform any of his duties as specified in this contract and addendums, or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

## ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

## ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Contractor agrees to provide all services necessary to perform and complete the contract as specified. Contractor further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-Contractors and their employees and be responsible for the work performed by sub-Contractors hired by the Contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-Contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-Contractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

## ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Contractor fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

## ARTICLE VIII ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties. Arbitration must be mutually agreed upon by both parties prior to being undertaken.

## ARTICLE IX WARRANTY

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with Appendix A specifications.

Contractor warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Contractor for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Contractor of such claim. If City fails to forward such notice to Contractor, it shall be deemed to have released Contractor from this warranty as to such claim.

## ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

\* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

\* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XI  
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Contractor agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

**THE CITY OF RAYMORE, MISSOURI**

By: \_\_\_\_\_  
Peter Kerckhoff, Mayor

Attest: \_\_\_\_\_  
Jean Woerner, City Clerk

***(CONTRACTOR'S NAME)***

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

## **Appendix A**

### **Scope of Services**

The actual ‘scope of services’ will be finalized during negotiations with the selected firm.

## **Appendix B**

### **General Terms and Conditions**

#### **A. *Procedures***

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Communications Manger in consultation with the Assistant City Manager or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Assistant City Manager will designate her authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

#### **B. *Contract Period***

Award of this contract is anticipated prior to the end of October, 2015. This contract is for services provided in a one-year period beginning November 1, 2015 and ending October 31, 2016. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

#### **C. *Insurance***

The Contractor shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Contractor, its agents, representatives, employees or sub Contractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

##### **1. General Liability**

Owners and Protective Liability.  
Minimum Limits

General Liability:  
\$2,000,000 Each Occurrence Limit

#### **D. *Hold Harmless Clause***

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.



E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub Contractor or vendor used by the Contractor.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Contractor shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or his designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

The Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs;  
and

Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

Any crimes committed while on City property.

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Contractor shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

P. *Permits*

The successful Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the “Business License” required of all vendors doing business within the City limits of Raymore (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

Q. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

R. *Rejection of Proposals*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

S. *Affidavit of Work Authorization and Documentation:*

Pursuant to 285.530 RSMo, the Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder’s enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

**PLEASE NOTE: The following affidavit needs to be completed and returned with RFP.**

## **AFFIDAVIT**

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

**BEFORE ME,** the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project #15-010.

Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

**(Company Name)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Notary Public:

My Commission Expires:

*PLEASE NOTE:* Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

A valid, completed copy of the first page identifying the Contractor; and  
A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.

## **PART III**

### **INSTRUCTIONS FOR RESPONDING TO THIS RFP**

#### **1. MINIMUM QUALIFICATIONS**

To be eligible to respond to this RFP, the proposing firm must be regularly engaged in the web design and CMS maintenance for a minimum of three (3) years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore.

#### **2. SELECTION PROCESS**

Only firms meeting or exceeding the above minimum qualifications will be evaluated in accordance with evaluation criteria contained in this RFP.

The proposals will be evaluated by a Selection Committee. Members of the Selection Committee will review and rate each responsive proposal based on the following criteria:

- a. **QUALIFICATIONS:** The firm's (lead firm and subcontractors) experience in providing similar services to municipalities during the past three (3) years.
- b. **REFERENCES:** Applicable Resources offering quality assurances / quality control procedures; as well as adequacy of team / resources to complete the project within the proposed time frame.
- c. **COST**

#### **3. RESPONDENT COST TO DEVELOP PROPOSAL:**

All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.

#### **4. PROPRIETARY INFORMATION:**

The City of Raymore understands that some of the materials submitted by the respondent may be considered proprietary. Materials desired to be kept confidential must be marked by the respondent as "proprietary." The City will make a reasonable effort to protect proprietary information submitted in the public bidding process. Information submitted will be used solely for the purpose of evaluating vendor responses.

5. **INSTRUCTIONS FOR RESPONDING TO THIS RFP:**

Submit the correct number of signed copies of the proposal and staple or bind them in 3-ring binders or plastic binding combs that can be easily removed. **DO NOT** use wire or metal binding. The proposal must be organized using the following format, although substitute forms may be used provided that all required information is included.

- a. Proposal Form A – Commitment to sign documents
- b. Proposal Form B - Service Information
- c. Proposal Form C – Contractor disclosures
- d. Proposal Form D - References
- e. Proposal Form E – Bid
- f. Signed addenda – (if applicable)
- g. Affidavit of Work Authorization

**Proposals must be completed as instructed. Two (2) signed proposals must be submitted along with an equal number of each signed addenda (if applicable). A third unbound original also to be included which will include any addenda and the Affidavit of Work Authorization. Proposals received that do not include all required documents and signatures may be considered non-responsive.**

6. **CONFLICT OF INTEREST:**

The successful respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm.

7. **SUBCONTRACTORS:**

In submitting a proposal, potential vendors agree that they are fully responsible to the City of Raymore for the acts and omissions of any of its proposed subcontractors and of persons either directly or indirectly employed by them as they are for the acts and omissions of persons directly employed by them. Before any subcontractor may commence work, the successful Contractor must file with the City of Raymore satisfactory certificates, in duplicate, from the involved insurance companies, showing insurance coverage to the same extent and the amount required by the successful Contractor in addition to an Occupational License.

No subcontractor will be permitted to commence work until authorization by the City of Raymore to proceed is received in writing by the Contractor. The name, address, and phone number of the key Contractors, associates, and all subcontractors shall be provided to the City of Raymore with the proposal.

8. NO BID/PROPOSAL:

If not submitting a Proposal, respond by returning the No Proposal Submittal form, and give a reason for electing not to submit a proposal. Failure to submit either a Proposal or a ***Statement of No Proposal Submittal*** shall be cause for removal of the Respondent from the City of Raymore's mailing list.





City of Raymore  
Kim Quade, CPPB  
100 Municipal Circle  
Raymore, MO 64083  
(816) 892-3045  
Fax: 816-892-3093  
E-Mail: Kquade@raymore.com

### **“NO BID RESPONSE FORM”**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A PROPOSAL RESPONSE**

If you do not wish to respond to this proposal request, but would like to remain on the City of Raymore vendor list, please fill out this form and return to the Purchasing Specialist by e-mail or fax.

Request for Proposal: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reasons for not submitting a proposal response:

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**PROPOSAL FORM A**  
**RFP 15-010**

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) \_\_\_\_\_ having authority to act on behalf of  
(Company name) \_\_\_\_\_ do hereby  
acknowledge that (Company name) \_\_\_\_\_ will be bound by all  
terms, costs, and conditions of this proposal for a period 90 days from the date of submission;  
and commit to sign the Agreements.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street

ADDRESS: \_\_\_\_\_  
City State Zip

PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_  
(Month-Day-Year) Signature of Officer/Title

DATE: \_\_\_\_\_  
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):  
Check One:

\_\_\_\_\_ MBE (Minority Owned Enterprise)  
\_\_\_\_\_ WBE (Women Owned Enterprise)  
\_\_\_\_\_ Small Business

**PROPOSAL FORM B**  
**SERVICE INFORMATION**  
**RFP 15-010**

**A. Company Information**

- List your company's legal name, address, and telephone number. Include parent company information if applicable.
- How long has your company been in business?
- How many employees do you have?
- How many workers will be available to respond to the City's project requests?

**B. Service Response Information**

- Explain in detail your firm's warranty on its services.

**PROPOSAL FORM C**  
**RFP 15-010**

**CONTRACTOR DISCLOSURES**

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes \_\_\_\_ No \_\_\_\_
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes \_\_\_\_ No \_\_\_\_
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes \_\_\_\_ No \_\_\_\_
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes \_\_\_\_ No \_\_\_\_
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes \_\_\_\_ No \_\_\_\_
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes \_\_\_\_ No \_\_\_\_
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes \_\_\_\_ No \_\_\_\_
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes \_\_\_\_ No \_\_\_\_  
  
*\*With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes \_\_\_\_ No \_\_\_\_
10. Has the Firm been the subject to any bankruptcy proceeding? Yes \_\_\_\_ No \_\_\_\_

## **Legal Matters**

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

\_\_\_\_ *Yes*    \_\_\_\_ *No*            If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

\_\_\_\_ *Yes*    \_\_\_\_ *No*            *If yes, provide details in an attachment.*

## **Required Representations**

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore's requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.
1. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

**PROPOSAL FORM D**  
**RFP 15-010**

Work by Firm/ Provider or Joint-Venture members and subcontractors that best illustrate current qualifications relevant to the City's requirements. Please list at least five (5) references and no more than ten (10). Include any Municipalities that work has been contracted with.

Reference Name & Location:

Contract Dates (Actual or Estimated):

Contact Name, Title, Telephone Number, & Address:

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).

**PROPOSAL FORM E**  
**RFP 15-010**

Fee

Cost, complete to provide services as outlined in RFP 15-010.

Total Cost:

\$ \_\_\_\_\_

If your firm's service agreement is subject to price increases, please state the basis on which these increases can be made.