



NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 067-2011

WEBSITE CONTENT MANAGEMENT SYSTEM

RFP Due Date: 3:00 P.M., Thursday, March 10, 2011

Location: Purchasing Division, 218 E Central, Springfield, MO 65802

Buyer: Jason Finke, CPPO **email:** jfinke@springfieldmo.gov

Phone: 417-864-1624 **Fax:** 417-864-1927

Proposals will be received by the Purchasing Division at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposal.

February 4, 2011
Issue Date

CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS OF REQUEST FOR PROPOSAL

1. PREPARATION OF PROPOSALS

A. Proposers are expected to examine the scope of services, delivery schedule, requirements and all instructions of the Request for Proposal. Failure to do so will be at Proposer's risk. In case of a mistake in extension, the unit price(s) will govern.

B. Any manufacturer's name, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The Proposer may offer any brand which meets or exceeds the specification for any item. If proposals are based on equivalent products, indicate on the proposal the manufacturer's name and model number. The Proposer shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal forms.

C. All supplies and equipment offered in a proposal must be new and of current production unless the Request for Proposal clearly specifies that used or reconditioned supplies or equipment may be offered.

D. Firm fixed prices shall be bid and include all packing, handling and shipping charges.

E. Unless otherwise indicated prices quoted shall be firm for acceptance for ninety days from proposal opening and for the specified contract period.

F. The City of Springfield does not pay federal excise and sales tax on direct purchases of tangible personal property. Exemption number A356656.

2. SUBMISSION OF PROPOSALS

A. A proposal submitted by a Proposer must (1) be manually signed by the Proposer on the Division of Purchases Request For Proposal Affidavit for Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; (5) be attached to a security deposit if required; and (6) be delivered to the Division of Purchases and officially clocked in no later than the exact time and date specified on the Request For Proposal.

B. The sealed envelope or container containing a proposal should be clearly marked on the outside left corner with (1) the official Request For Proposal number and (2) the official closing date and time.

C. Do not submit proposals in response to other solicitations in the same sealed envelope. If more than one proposal is submitted in the same container, your proposal may be rejected as non-responsive.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

A. Proposals may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the Proposer or his authorized representative provided proper

identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

B. After the official closing date and time, no proposal may be modified or withdrawn.

C. The proposal is firm for acceptance for ninety (90) days after proposal opening.

4. PROPOSAL OPENING

A. Proposal openings shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will be not considered. Offers by telegram, telephone, or facsimile will not be accepted, unless specifically authorized by the Request for Proposal. Proposal files may be examined during normal working hours by appointment.

5. AWARDS

A. Unless otherwise stated in the Request For Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices, if part of the proposal. However, such discounts are encouraged to motivate prompt payment.

B. As the best interest of the City may require, the right is reserved to make awards; to reject any and all proposals or waive any minor irregularity of technicality in proposals received.

C. Awards will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request For Proposal and (2) is the best proposal, considering price, responsibility of the Proposer and all other relevant factors in the criteria for award.

D. Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Proposer and the City; and shall bind the Proposer to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.

6. OPEN COMPETITION

A. It is the intent and purpose of the Division of Purchases that the Request for Proposal permits free and open competition. However, it shall be the Proposer's responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received by the Division of Purchases at least ten days prior to the Request for Proposal closing date and time. The Proposer may submit a notification after the proposal closing provided sufficient time is permitted for a thorough review by the Division of Purchases and its decision will be final.

**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
STANDARD TERMS AND CONDITIONS OF PURCHASE**

A. This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Purchasing Agent.

B. **QUANTITIES:** The City of Springfield assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and returned at the Seller's expense.

C. **DELIVERY:** Time is of the essence of this order. If deliveries or completion time are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Seller liable for any re-procurement costs.

D. **SHIPMENT:** Deliveries shall be FOB: Destination unless otherwise specified by the City.

E. **INVOICES:** An original and three copies of the invoice shall be submitted and shall show the purchase order number or contract and contract release number and contain full descriptive information of item or services furnished.

F. **INSPECTION AND ACCEPTANCE:** No material received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein upon inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement. Such right to return offer to the City arising from the City's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

G. **WARRANTY:** Seller expressly warrants that all articles, materials and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.

H. **PATENTS:** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U. S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.

I. **BANKRUPTCY OR INSOLVENCY:** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

J. **COMPLIANCE WITH APPLICABLE LAWS:** The Seller warrants its has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to

all provisions of the Fair Labor Standard Act of 1938, as amended.

K. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Seller without City's written consent or any attempted assignment without such consent shall be void.

L. **TERMINATION OF CONTRACT:** The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor or by any of his Subcontractors, in the sole judgment and discretion of the City. In the event of such termination, the Contractor shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the Contractor will be liable for excess costs occasioned thereby.

M. **NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performances or work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

N. **PROVISIONS BY LAW DEEMED INSERTED:** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

O. **PERFORMANCE BONDS:** If required, as a condition for the award of a contract, the amount of a performance bond will be described in the Request for Proposal at the time of issuance. The performance bond must be issued for the amount specified by a surety company, or secured with a certified check, cash, or cashiers check. No personal or company-check is acceptable.

P. **TAX-EXEMPT:** The City of Springfield is exempt from sales tax and Federal Excise Tax Certificate No. A356656.

Q. **ASSIGNMENT:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

1.0 SCOPE OF WORK

1.1 PURPOSE: Provide a hosted website content management system including all software and related services for the setup, customization, installation, development and implementation of the system. The system must provide improved functionality, easy navigation, and an attractive website design for the organizations listed below. Proposals must include separate costs for each of these organizations. The City's intention is to develop the Health Department and Regional Volunteers' websites first. Others may be done as deemed necessary by the organization, and as funds become available. See the table in section 5 for the complete list of sites.

Expectations of services provided by local government websites have increased. Some sites need a major redesign. A web content management system would allow the sites to be easy to maintain and simple to update for personnel. The sites should be date-driven so old information may be automatically removed from the web site. The sites should offer future expandability capabilities.

Currently these websites use Adobe Dreamweaver/Contribute to manage template designs and updates. The websites are hosted on a City web server with the exception of the Parks Department.

The City must own the site files and data. If the contract is canceled or not renewed with the vendor, the vendor must provide a copy of all site files according to the specifications of the City at that time.

1.2 DEVELOPMENT AND TECHNICAL REQUIREMENTS: The website theme should focus on how to best serve the current and future residents, and businesses that are living and doing business in Springfield. These requirements are:

1. Design: The visual design of the website should be welcoming, attractive and created by a member or members of the vendor's professional design staff. The final version of the design shall be a collaborative effort between the organization and the vendor, incorporating elements that effectively represent the brand, image and logo desired by the organization through a consultative development process. Specific design guidelines and qualifications include:

- 1.1. The vendor shall develop a design for the organization and consult with the organization's web contact to make revisions as requested by the organization. The organization has final approval on the design.
- 1.2. A common and consistent style will be maintained throughout the website to maximize usability, except where differentiating between departments and or sections of the website as requested by the organization.
- 1.3. The vendor will work with the organization to determine a new website content information architecture navigation framework to support easy navigation of key services with multiple levels of menus and submenus. The vendor will provide a variety of options for the arrangement of menus and services
- 1.4. Offer breadcrumbs and a dynamic sitemap
- 1.5. The websites will comply with Section 508 of the Rehabilitation Act of 1973 and accessibility standards, both current and future.
- 1.6. Websites must display correctly in all current, major browsers with graceful fallback for older browsers and users without Javascript.
- 1.7. Best practices, standards-compliant code and quick page load times are required.
- 1.8. A mobile website view for mobile devices
- 1.9. No advertisements will be allowed on the websites unless authorized by the organization
- 1.10. Ownership of the website design and all content should be transferred to the Organization upon completion of the project.

- 1.11. Site search that offers results on PDFs, Microsoft files, pages and supporting information via integrated search engine or search application/appliance of organization's choice (i.e. Google)
- 1.12. Allow for custom sites separate from main site design. Added cost for additional sites should be stated. Ability to integrate smaller sites designed by the client is a plus.

2. Technical Requirements: The vendor must commit to regular maintenance and updating of the content management system and associated modules and applications for the purposes of keeping the existing software up-to-date as well as introducing new functionality and applications.

- 2.1. The vendor shall provide a hosted website content management system complete with redundant power sources, redundant internet connections, and a back-up system
- 2.2. The vendor shall be able to produce a disaster recovery plan that details vendor's contingency plans for site operation in the event of an emergency.
- 2.3. The Vendor shall provide DNS hosting for all current domains (32). Domains advertised for current sites shall remain in use.
- 2.4. Ability to centrally add and manage users and groups of users with specific access rights. Allow for a publisher to review content using workflows before it is posted live to the website.
- 2.5. Ability to password protect areas of the site. Any password must be stored in encrypted format that cannot be accessed by the vendor.
- 2.6. Ability to have separate development and production environments
- 2.7. Virus Scanning on all uploaded content
- 2.8. Easy to change code without vendor involvement
- 2.9. Provide web site analysis and statistics with the ability to use third-party analysis tools if the organization prefers
- 2.10. Integration with widget placements for social networking applications such as Facebook, Twitter, and YouTube
- 2.11. Integration of existing city custom web applications (approximately 15) that will be hosted on a web server by the City of Springfield.
- 2.12. Mobile device applications for service requests/complaints and facility locator
- 2.13. Mapping function via integrated tools and/or external solutions (i.e. Google Maps)
- 2.14. Integration of external feeds (other RSS feeds), data and applications and creation of RSS feeds
- 2.15. Video repository for the posting and display of video in any format preferred by the organization
- 2.16. Password protect areas of the site (Ex: logos, Retirees, Ozark Greenways Trail Watchers)
- 2.17. Any payment services provided must be PCI compliant and integrate with PayPal or Elavon's Virtual Merchant
- 2.18. Secure Sockets Layer (SSL) certificates to encrypt data contained in site transmissions
- 2.19. Ability to convert documents to PDFs via an included PDF conversion method

3. Content Management: The content management system should be web based being both a platform for development and the tool by which system administrators and contributors can update the website.

- 3.1. Ability to create content, including a site's framework, and editing of existing content with an external tools of the organization's choice. The ability to directly edit the underlying, website code (HTML, CSS, scripts, etc), either via the CMS or via importing/uploading of files edited outside of the CMS is highly desirable.
- 3.2. A way to add, edit and move content directly on an assigned web page without the need to utilize or be trained on a back-end administrative system.
- 3.3. Included spell-check functionality
- 3.4. Allow multiple CSS styles to be applied to an object using the editing interface in the browser.
- 3.5. Ability to optimize uploaded pictures and graphic files for quickest page loading
- 3.6. Interactive photo galleries to publish and display photo assets that are consistent in look a feel to the site design
- 3.7. Allow video to be cross linked with bookmarks to and from agendas, minutes, and other supporting documents
- 3.8. Administrative content control via approvals and lockable content regions
- 3.9. Document galleries to organize and publish documents according to subject matter
- 3.10. Archive center for minutes and other archival information

- 3.11. Ability to determine a publishing schedule for specific content
- 3.12. Ability to set an expiration date for content
- 3.13. Allow for multiple versions of content, ability to preview page before being posted live
- 3.14. Use of content rotators/sliders/faders via either an integrated method or third party scripts of the client's choosing (ie - jQuery)
- 3.15. Multi-lingual support
- 3.16. Be dynamic and easy to update without the need of client software beyond a web browser. Proposals should include any specific web browsers preferred.
- 3.17. Administrators shall have the ability to add, edit, update and move menu items, affecting overall site structure and organization
- 3.18. A method by which administrators can create friendly URLs
- 3.19. A report detailing user login history, including the user type, the date and time of the attempted login, the IP address of the user and whether or not the login attempt was successful
- 3.20. Reports detailing all changes and activity taking place on the website through content contributors and administrators; the report shall be filterable by start and end dates, times, by content time and by action taken. All history shall be exportable
- 3.21. Reports detailing broken links on the website, including the referring page location so that links can be corrected
- 3.22. The permission system shall be divisible into both user administration and group administration, allowing permission levels to be attributed to groups to which users can be added
- 3.23. Ability to add and edit banners to specified areas of the website
- 3.24. Site search statistics, including the ability to filter searched terms by date and time; search terms should have the ability to be exported
- 3.25. Easy form creation tool for collection of data
- 3.26. If video services are provided, provide a cost for current video content 105 GB.

4. Resident Services: Many additions to the current web services provided by the organizations are needed. The vendor must provide the following services for the citizens.

- 4.1. E-mail and text subscription management services for notification of activities including, but not limited to: news releases, emergency notifications, job postings, and bid postings. Other categories can be created by the organization.
- 4.2. Calendar of events with the ability to add an unlimited number of calendar types and items
- 4.3. Event and class registration
- 4.4. A news and announcements applications that allows an unlimited number of news types and items. News items must have the ability to link to external supporting documents or hyperlinks.
- 4.5. A blog module that allows an unlimited number blogs
- 4.6. Special area of critical and timely information on the home page
- 4.7. Home page portal customization by end users of the website
- 4.8. Process online payments with the option to process online payments at a later time that is dependent on the service purchased
- 4.9. Easily locate resources within the city (mapping and routing)
- 4.10. Access to downloadable resources, e.g. spreadsheets, PDFs, presentations, audio and video files, etc.
- 4.11. Electronic filing of online job application for City and Parks Employees (2 separate applications) and upload supporting documentation.
- 4.12. Employment opportunities with automatic notification to subscribers and the ability to view the status of jobs that have closed.
- 4.13. RFP and RFQ Opportunities online with automatic notification to vendors
- 4.14. Online polls and surveys
- 4.15. Complaint submission and tracking with mobile web device application to submit complaints. Allow integration to internal complaint system.

5. Specific Organization Site Needs: Some of the organizations are requesting specific modules/applications for their website. These are listed below.

- 5.1. City Government:

- 5.1.1. Allow uploading of files by residents for plan submissions, juried art exhibits, etc.
- 5.2. Bike-to-Work Week:
 - 5.2.1. Allow users to report miles biked for the week and the user's organization representative can look at the reports
- 5.3. Ozarks Traffic
 - 5.3.1. Integrate data feeds from incidents, events, construction notices and traffic camera video feeds.
 - 5.3.2. Map of incidents, events, message signs, and construction notices
 - 5.3.3. List and map of traffic cameras

6. Training And Support Requirements:

- 6.1 Support staff available 24-hours-a-day, seven-days-a-week, and year round for content management system. This includes all features and applications associated with the content management system.
- 6.2 Proposals should include average response time to support and enhancement requests.
- 6.3 On-site training before and during launch. Continuing training after launch available as enhancements are released or new employees start using the system.
- 6.4 Support materials should include: online training manuals, customer support forums, instructional videos, newsletters, and online education courses.
- 6.5 The vendor must commit to regular maintenance and updating of the content management system and associated applications for the purposes of keeping the existing software up-to-date as well as introducing new functionality and applications.
- 6.6 The organization's requests for improvements will be taken into consideration.
- 6.7 In all submitted proposals, vendors shall be able to produce a Service Level Agreement that details guarantees of upgrades and the dedicated process for improvements.

7. Experience And Development Criteria:

- 7.1. The website will be developed through the cooperation of the City of Springfield and the vendor and facilitated under the supervision of a dedicated project management professional in the direct employ of the vendor.
- 7.2. The vendor will supply a team of development professionals to supplement the development process lead by the project's manager. This team should include staff members skilled in municipal website navigation and architecture, municipal website design and support and training of the content management system.
- 7.3. The vendor shall have a proven development process and flexible timeline structure that favors the availability and time commitment of the organization. Vendors should be prepared to share details of their development timelines and processes in proposals submitted to the City of Springfield.
- 7.4. The content management software must be a proven platform for website development and municipal website architecture. Development that is requested and approved by the City of Springfield should be performed by the vendor utilizing agile software development methodologies that encourage collaboration between the developer and City of Springfield in an iterative process.
- 7.5. For ease of communication and project development, preference will be given to vendors utilizing their own development staff rather than subcontracting pieces of the project development to additional vendors. Subcontractors or vendor-utilized third-party developers who assist in part or in whole in the development of the website or continuing services shall be fully disclosed in any development proposal.

8. Milestones for Progress Payments: The Contractor shall be paid, Net 30, upon completion of work and acceptance of work by the City; and upon presentation of proper invoice in accordance with schedule below. The City will pay only for work authorized and completed as such work is accepted by the City. The contractor's invoice shall breakout by area the amount of time each piece of equipment was used in that area. The City agrees to pay the contractor in accordance with the hourly rate set forth on the pricing page.

- 8.1. Phase 1 (20%): Analysis and timeline development, website design, navigation architecture
- 8.2. Phase 2 (20%): Site setup, content development, review and testing

- 8.3. Phase 3 (20%): Training
- 8.4. Phase 4 (30%): Go-live and project review, marketing, ongoing consultation with recommendations for enhancements, sign off on project completion
- 8.5. Final Payment (10%): 30 Calendar Days after projection completion to the City's satisfaction.

1.3 SCHEDULE: The following is the schedule of events which are anticipated by the City for the implementation and completion of the project. The City may, in its discretion, revise the schedule of events at any time as may be in its best interests:

...Publish Request for Proposal	February 4, 2011
...Final Questions due from Offerors	February 11, 2011
...City's response to Questions	February 24, 2011
...Proposals due	March 10, 2011
...Award Contract	May 1, 2011

Following the notification of the selected firm, it is expected a contract will be executed between both parties as soon as possible.

FORMAT AND CONTENT OF PROPOSAL

2.0 PROPOSAL TERMS AND CONDITIONS:

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

2.1 Term: One year beginning on the date of award. The City may, at its option, extend the contract for up to four additional one-year terms.

2.2 Escalation/De-Escalation: Bid prices shall remain firm for a period of one year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 60 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

2.3 Incurred expenses: The City is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.

2.4 Interviews: The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

2.5 Request for Additional Information: The proposer shall furnish such additional information as the City of Springfield may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.6 Acceptance/Rejection/Modification to Proposals: The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.7 Proposals Binding: All proposals submitted shall be binding for ninety (90) calendar days following the opening.

2.8 Proprietary Information: In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

- 2.9 Proposer's Certification:** By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Springfield employees or their family members.
- 2.10 Non-exclusive contract:** The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.
- 2.11 Exceptions:** If the Offeror desires to take exception to any terms, conditions and requirements of the RFP, the Offeror must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Offeror may be considered in the evaluation of proposals.
- 2.12 Late proposals:** Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Springfield is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.
- 2.13 Completeness:** All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Springfield reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.
- 2.14 Execution of Agreement:** The successful proposer shall, within thirty (30) calendar days after Notice of Award is issued by the City of Springfield Purchasing Division, enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

In order for the Committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

A. QUALIFICATIONS

1. **Title Page:** The complete legal name, address, Federal ID number or Social Security number, permanent address and telephone number of the Offeror including the name of the person to contact for discussion of the proposal
2. **Table of Contents**
3. **Letter of Transmittal** - Limit to one (1) or two (2) printed pages
4. Overview of the company, including the year founded, office locations and the number of years you have provided the services specified herein.
5. A description of the firm's current staffing, and details as to the experience and educational qualifications of the individuals that would be primarily responsible for the project.

B. TECHNICAL INFORMATION

1. Provide sufficient information to indicate the Offeror understands the Scope of Work and to describe how the Offeror will plan, implement, and accomplish the project.
2. Provide a response to each of the minimum requirements and questions below: It is suggested that your response identify each requirement and question by item number.
3. Specifically discuss your approach to developing preliminary and final project plans.

C. FORMS AND ATTACHMENTS

The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any addenda to the RFP shall be acknowledged on this form

- 3.1 PROPOSAL DUE DATE:** Sealed proposals with one (1) original, one (1) copy “paper” copy and (1) electronic copy (on CD or Flash Drive) complete copies will be received at the Purchasing Division no later than 3:00 p.m., Thursday, March 10, 2011. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
CITY OF SPRINGFIELD
JASON FINKE, CPPO SENIOR BUYER
PURCHASING AGENT
218 E. CENTRAL
SPRINGFIELD, MO 65802
Submitted envelopes should be marked:
“REQUEST FOR PROPOSAL: #067-2011

- 3.2 ADDENDA:** If it becomes necessary to revise or amend any part of this Request for Proposal, the City Purchasing Agent will furnish the revision by written Addenda to all prospective proposers who received an original Request for Proposal.

3.3 PROPOSAL EVALUATION PROCESS

The steps and activities in the proposal process will include the following:

- 3.3.1** A Selection Committee consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee.
- 3.3.2** The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.
- 3.3.3** Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.
- 3.3.4** The City Purchasing Agent will confer with all responsible proposers who have been shortlisted and may arrange, if necessary, for interviews/presentations by the short listed firms.

- 3.3.5 The City Purchasing Agent reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.
- 3.3.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

3.4 CRITERIA FOR AWARD

The Selection Committee will evaluate proposals and a recommendation will be made to the Purchasing Agent. Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:

- 3.4.1 30% Demonstrated experience and expertise of the Offeror and its staff in providing service of a similar nature to public sector clients.
- 3.4.2 30% Demonstration of a complete understanding of the City's requirements.
- 3.4.3 30% The approach to planning, implementing and performing the Scope of Work
- 3.4.4 10% The cost of the proposed service

3.5 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all proposers, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a proposer 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 proposer 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 proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).

- 3.5.1 Any questions relative to interpretation of specifications or the proposal process shall be addressed to the City Purchasing Agent in writing, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received within ten (10) days of the date set for receipt of proposals will be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an addenda to the RFP which, if issued, will be conveyed in writing to all prospective proposers not later than five (5) days prior to the date set for receipt of proposals.
- 3.5.2 It will be the responsibility of the proposer to contact the Purchasing Division prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge addenda with the proposal.

4.0 CONTRACT CONDITIONS:

1. **AUTHORIZATION:** The services of the Contractor shall commence only as authorized in writing by City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor in its bid.

2. **TIME OF COMPLETION:** Notwithstanding the term of the Contract, the Contractor shall complete all work and provide all services in accordance with the schedule of time promised by the Contractor in the Contractor's bid.

3. **OCCUPATIONAL LICENSE:** The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

4. **CERTIFICATION OF NON-RESIDENT/FOREIGN CONTRACTORS:** If the Contractor is a foreign corporation or non-resident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:

A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

5. INSURANCE REQUIREMENTS: Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the consultant to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as additional insured. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Division of Purchases, 218 E. Central, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

a.	Workers' Compensation Employer's Liability	Statutory coverage per R.S.Mo. 287.010 et seq \$1,000,000.00
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b. **Commercial General Liability Insurance**, including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent

Consultants, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million Five Hundred Forty-Five Thousand and Sixty-Two Dollars (\$2,545,062.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Eighty-One Thousand Seven Hundred and Fifty-Nine Dollars (\$381,759.00)** for any one person in a single accident or occurrence.

c. **Automobile Liability Insurance** covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million Five Hundred Forty-Five Thousand and Sixty-Two Dollars (\$2,545,062.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Eighty-One Thousand Seven Hundred and Fifty-Nine Dollars (\$381,759.00)** for any one person in a single accident or occurrence.

d. **Subcontracts:** In case any or all of this work is sublet, the Consultant shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Consultant shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall provide evidence of such insurance.

6. **GENERAL INDEPENDENT CONTRACTOR CLAUSE:** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. **CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS:** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relations between any subcontractor and the City or between any subcontractors.

8. **NON-DISCRIMINATION:** The Contractor agrees in the performance of this Contract not to discriminate on the Airport or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political opinion or affiliation, against any employee or Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

9. **LIABILITY AND INDEMNITY:**

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of Contractor under this agreement.

10. **ASSIGNMENT:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **APPROPRIATION OF FUNDS:** In the event that funds are not appropriated by the Council of the City of Springfield for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

12. **MODIFICATION OF CONTRACT:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal addenda to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

13. **CONTRACT DOCUMENTS:** The agreement between the City of Springfield and the Contractor shall consist of (1) the Request for Proposal, and any addenda thereto and, (2) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern

over all other documents, and the Request for Proposal and addenda thereto shall govern over the Contractor's Proposal and addenda thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern.

14. **COOPERATION:** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out of the scope of services.

15. **COORDINATION:** The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.

16. **PERSONNEL:** The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to provide the goods and/or perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any Contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

17. **TERMINATION:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. In such event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

18. **CITY'S RIGHT TO PROCEED:** In the event this contract is terminated pursuant to Paragraph 21, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, City ordinances, and state and federal laws.

19. **TERMINATION FOR CONVENIENCE OF THE CITY:** The City shall have the right by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the canceled portions of the contract, including a reasonable allowance of profit applicable to the work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor. The Contractor shall make every effort to mitigate cost to the City. The Contractor shall attempt to return for credit any materials purchased by the Contractor for use under this contract. Payments due the Contractor resulting from termination of contract pursuant to this paragraph shall be offset by any progress payments made by the City to the Contractor.

20. **DELAY BY THE CITY:** City and Contractor agree that the schedule of services to be provided by Contractor under this agreement may depend upon timely fulfillment of City responsibilities. If the City is unable to provide services and/or facilities as specified in the contract documents, and/or causes delays to the project beyond Contractor's control, the Contractor shall be entitled to an extension of the time for contract completion

but such contract time of completion shall be extended no more than one day for each day of delay caused by the City. Any such agreement to modify or extend the time of contract completion shall be made in writing by formal addendum to the contract. The time of application of liquidated damages shall not begin until after the amended date for contract/phase completion. The contract time of completion shall not be extended because of delay caused by the City unless and until the Contractor has notified the City, in writing, that the City has caused a delay; such notice shall be made not later than seven (7) days after the beginning of the delay caused by the City.

21. **SAFETY PRECAUTIONS:** The contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these Contract Documents. The contractor shall also comply with all regulatory agencies requirements for safety.

22. **JURISDICTION:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

23. **WAIVER:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

24. **NOTICES:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City and Contractor at the address shown above. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

25. **CONFLICTS:**

25.1 Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

25.2 No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

5. OFFER AND SCHEDULE OF PROFESSIONAL FEES

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all addenda thereto, hereby offers to furnish all services in accordance with the requirements of the Request For Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

Organization	Website	Current Size	Annual Hosting Fee	Initial Design EST HOURS	Initial Design \$/Hour	Initial Design TOAL	Additional Changes After Acceptance of Initial Design \$/Hr
1. Health Department	http://www.springfieldmo.gov/health	203MB	\$ _____		\$ _____	\$ _____	\$ _____
2. Regional Volunteers	http://www.beacommunityhero.com	5 MB	\$ _____		\$ _____	\$ _____	\$ _____
TOTAL BASE BID:			\$ _____			\$ _____	
OPTIONAL DESIGNS: The City has the right to award any of the optional designs listed below as the budget allows. They will be awarded by priority, in the order listed below. Note: The Springfield Police Department http://www.springfieldmo.gov/spd and Founders Park http://www.springfieldmo.gov/founders websites currently have separate designs and navigation. The vendor must include costs to integrate these sites into the City Government organization, but allow for different headers and color scheme.							
3. City Government	http://www.springfieldmo.gov	17 GB	\$ _____		\$ _____	\$ _____	\$ _____
4. Parks Department	http://www.parkboard.org	1.2 GB	\$ _____		\$ _____	\$ _____	\$ _____
5. Ozarks Environment	http://www.ozarkenvironment.org	27 MB	\$ _____		\$ _____	\$ _____	\$ _____
6. Ozark Greenways	http://www.ozarkgreenways.org	88 MB	\$ _____		\$ _____	\$ _____	\$ _____
7. Frisco Highline Trail	http://www.friscohighlinetrail.org/	4 MB	\$ _____		\$ _____	\$ _____	\$ _____
8. Bike to Work Week	http://www.ozarkgreenways.org/bike-to-work/index.php	3 MB	\$ _____		\$ _____	\$ _____	\$ _____
9. Ozarks Traffic	http://www.ozarkstraffic.info	8 MB	\$ _____		\$ _____	\$ _____	\$ _____
10. Strategic Plan	http://www.springfieldmo.gov/strategicplan	14 MB	\$ _____		\$ _____	\$ _____	\$ _____

**Notice and Instructions to Bidders/Vendors
Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009**

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) 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 contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000. In order to comply with sections 285.525 through 285.550, City requires the following bid and contract documents:

- 1. Affidavit for Service Contracts over \$5,000.00 (US) – Effective 1-1-2009.** Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:
 - a. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.
- 2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)). *See attached sample***

The City of Springfield encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm or by calling **888-464-4218**.

If you have any questions, please contact the City Division of Purchases at 417- 864-1620.

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Verification

Department of Homeland Security - Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Sample
E-Verify
Memo of Understanding - MOU
Electronic Signature Page

**CITY OF SPRINGFIELD
STATEMENT OF NO PROPOSAL
REQUEST FOR PROPOSAL #067-2011**

**We, the undersigned, have declined to bid on your RFP #067-2011 for WEBSITE
CONTENT MANAGEMENT SYSTEM for the following reason(s):**

_____ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD
ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN REASON BELOW)

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER _____ DATE _____