



717 Main Street
P.O. Box 272
Safford, AZ 85548-0272
Phone: (928) 348-3100
Fax: (928) 348-3114

REQUEST FOR PROPOSALS

The **City of Safford** is seeking Proposals on the item described below. Sealed proposals will be received until May 27, 2011 at 2:00 PM M.S.T. At which time they will be opened, and tabulated in the Conference Room, City Hall, 717 Main Street in the City of Safford, Arizona. Proposals should be mailed to the City Clerk, P.O. Box 272, Safford, Arizona 85548

RFP Title: City Website Design and Replacement

Proposals shall include all applicable taxes, and delivery to Safford, Arizona. Proposal requirements and specifications are available from the Projects Management Specialist, Jenny Howard, Phone: (928) 432-4082. The proposal title and vendors/submitters name and address shall appear on the outside of the sealed proposal. Late proposals will not be considered. Proposals may be withdrawn before the opening by phone or written request.

The city reserves the right to reject any or all proposals, to waive minor irregularities and informalities therein, and to award the proposal in the best interest of the City.

Address questions to Jenny L. Howard, Projects Management Specialist, jhoward@ci.safford.az.us.

David Kincaid, City Manager

4/12/11
Date

Request for Proposal

for

**City Website
Design and Replacement**

RFP # 123-970

April 12, 2011

1. INTRODUCTION

1(A) Background

The City of Safford is located in Graham County approximately 120 miles northeast of Tucson and 167 miles east of Phoenix. The City of Safford has a population of 10,000 and encompasses almost eight miles in Graham County. A mayor-council form of government administers the City with seven elected Council members and an elected Mayor. The City's approximately 140 regular full-time employees provide an array of services including police, fire protection, water distribution, sewage collection and treatment, street construction and maintenance, and parks and recreational facilities including a pool, a boys and girls club, and an airport. The City also has a Municipal Court that provides services locally.

The City has nine (9) central departments: Fire; Police; Human Resources; Municipal Court; Economic Development; Administrative Services; Public Works; Engineering, Library and Utilities.

For more information about the City of Safford, visit <http://www.cityofsafford.us>

1(B) RFP Purpose

The purpose of the City Website Design and Replacement project is to update the City of Safford's website with a new design and website content information architecture that supports easy navigation to key services, content management system (CMS), and updated content.

The last major redesign of the City's website took place in 2007. Since then, much has changed in the architecture of CMS, as well as the level of expectations of services provided by local government websites and the technology to support online services.

1(C) RFP Cover Sheet

CITY OF SAFFORD RFP No. 123-970 City Website Design and Replacement Response Cover Sheet

	Yes	No
Has your company operated at least 1 year without interruption?	☐	☐
Has an owner of your company been convicted of a crime within the past 10 years?	☐	☐
Does any employee or official of the City have any financial or other interest in your firm?	☐	☐
If selected, do you agree to execute a contract essentially the same in form as the sample contract attached as Section 7?	☐	☐
Does your company maintain insurance in amounts specified by City contract? (if no, this does not necessarily eliminate vendor from submittal):	☐	☐
If no, describe differences: _____		
Are there any claims pending against this insurance policy?	☐	☐
If yes, describe _____		
Does your company maintain Professional Liability Insurance?	☐	☐
Has your company been in bankruptcy, reorganization or receivership in the last five years?	☐	☐
Has your company been disqualified by any public agency from participation in public contracts?	☐	☐
Is your company licensed to do business in the State of Arizona?	☐	☐

FULL LEGAL NAME OF
COMPANY _____

TYPE OF BUSINESS ☐ Corporation ☐ Partnership (general) ☐ Partnership (limited)
 ☐ Sole Proprietorship ☐ Limited Liability Company

FEDERAL EMPLOYEE ID NUMBER (FEI): _____

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS: _____

PHONE _____ FAX _____

NAME(PLEASE PRINT) _____ TITLE _____

SIGNED _____ DATE _____

2. RFP INSTRUCTIONS AND INFORMATION

2(A) RFP Timeline

Duration	Description
14 days (20 April to 4 May)	Advertisement announcing RFP placed in EA Courier. RFP placed on City of Safford website. RFPs available to vendors via email notification and access to website.
9 May	Vendors' written questions must be received by the RFP Coordinator (Section 2C) using the Question Submittal Form in Section 6.
13 May	Written answers from the City for pertinent questions posed on the Question Submittal Form, Section 6 by the above date.
27 May	RFP responses must be received by The City Clerk at City Hall for the City of Safford at 717 West Main Street, Safford, Arizona 85546 Until Month day, 2011 at 2:00 pm. Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Proposals shall not be delivered by facsimile transmission or other telecommunication or electronic means.
30 May – 10 June (series of meetings)	Vendors' responses will be analyzed and scored by the evaluation team. The total score will factor heavily into the City's decision as to which vendors will be considered finalists.
13 June	A decision is made as to which vendor(s) will be finalists. All vendors will be notified of the City's decision.
x	(Optional) Finalist vendor demos/presentations at the City of Safford.
x	(Optional) Finalists' references may be contacted at the City of Safford's discretion.
30 June	Award to apparent successful vendor is made subject to successful negotiation of terms and conditions. Notice of award to apparent successful vendor posted on website.

2(C) RFP Coordinator

Jenny Howard	Physical Address: 405 W. Discovery Park Boulevard Safford, AZ 85546 Mailing Address: PO Box 272 Safford, AZ 85548 Email address: jhoward@ci.safford.az.us (Any and all communication to the buyer relative to this requirement must be via email)
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2(D) RFP Evaluation Criteria

An evaluation team and others will evaluate the RFP responses received from each vendor. Prior to the selection of the award to the apparent successful vendor, the City of Safford reserves the right to conduct on-site visits of any vendors' facilities and/or require any vendor to participate in a presentation to the evaluation team (and others) of the items contained in the RFP response and any other items deemed appropriate by the City of Safford.

If an award is made as a result of this RFP, it shall be awarded to the vendor whose proposal is most advantageous to the City with price and other factors including, but not limited to, Responses to the RFP questions; demonstrated technical ability and expertise; financial stability; reference calls and/or recommendations; memberships, licenses, ISO Certifications or any other applicable membership or certifications; presentations to the City evaluation team and others (if applicable); on-site visits at vendor's site (if applicable), product samples which the City may, at its discretion, request as part of the RFP process; any additional criteria deemed appropriate by the City which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this RFP.

City of Safford Evaluation Team will use the criteria below to score your proposal. Each item is worth up to 10 points for a possible score of 100.

- Ease of Content Editing
- Backup and Archiving
- Navigation
- Security
- Searching
- Social Media Integration
- Integration with Sharepoint/Laserfiche
- Design Look and Feel
- Workflow for Updates
- Mobile Access

When determining whether a vendor is responsible, or when evaluating a vendor's proposal, the following factors will be considered, any one of which will suffice to determine if a vendor is either not a responsible vendor or if the vendor's proposal is not the most advantageous to the City:

1. The ability, capacity and skill of the vendor to perform the contract or provide the service required.
2. The character, integrity, reputation, judgment, experience and efficiency of the vendor.
3. Whether the vendor can perform the contract within the time specified
4. The quality of performance of previous public and private contracts or services, including, but not limited to, the vendor's failure to perform satisfactorily or complete any written contract. The City's termination for default of a previous contract with a vendor shall be deemed to be such a failure.
5. The previous and existing compliance by the vendor with laws relating to the contract or services.
6. Evidence of collusion with any other vendor, in which case colluding vendors will be restricted from submitting further bids on the subject project or future tenders.
7. The vendor is not qualified for the work or to the full extent of the RFP.
8. There is uncompleted work with the City or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work bid upon.
9. The vendor failed to settle bills for labor or materials on past or current public or private contracts.
10. The vendor has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.
11. The vendor has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Vendors shall affirmatively disclose to the City all such convictions, especially of management personnel or the vendor as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.
12. More likely than not, the vendor will be unable, financially or otherwise, to perform the work.
13. At the time RFP award, the apparent successful vendor must obtain a City of Safford business license. Failure to do so will constitute a determination that the vendor is not responsive and may be disqualified.
14. Such other information as may be secured having a bearing on the decision to award the contract.
15. Any other reason deemed proper by the City.

2(E) Notices and Response Criteria

2(E)1 Good Faith

This RFP has been compiled in good faith. The information contained within is selective and subject to the City's updating, expansion, revision and amendment.

2(E)2 Right to Cancel

The City reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program which is outlined within this RFP at any time, and notice shall be given in a timely manner thereafter.

2(E)3 Not an Award

Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering or awarding a contract, representation or agreement of any kind between the City and any other party, save for a formal written contract, properly executed by both parties.

2(E)4 Property of the City

Responses to this RFP will become the property of the City, and will form the basis of negotiations of an agreement between the City and the apparent successful vendor.

2(E)5 City not Liable for Costs

The City is not liable and will not be responsible for any costs incurred by any vendor(s) for the preparation and delivery of the RFP responses, nor will the City be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists to the City.

2(E)6 City's Expectations

During the review of this document, please note the City's emphasis on the expectations, qualities, and requirements necessary to be positioned as an RFP finalist and successful vendor.

2(E)7 Waiver of Minor Administrative Irregularities

The City reserves the right, at its sole discretion, to waive minor administrative regularities contained in any proposal.

2(E)8 Single Response

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City, the RFP may be cancelled.

2(E)9 Proposal Rejection; No Obligation to Buy

The City reserves the right to reject any or all proposals at any time without penalty. The City reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the City to purchase. The City may elect to proceed further with this project by interviewing firm(s) well –suited to this project, conducting site visits or proceeding with an award.

2(E)10 Right to Award

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the vendor can offer.

2(E)11 Withdrawal of Proposals

Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the City Clerk. The vendor may submit another proposal at any time up to the proposal closing date and time.

2(E)12 Non-Endorsement

As a result of the selection of a vendor to supply products and/or services to City is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

2(E)13 Proprietary Proposal Material

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a vendor's proposal, the City will comply according to the Open Public Records Act, chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

2(E)14 Errors in Proposal

The City will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission.

The City reserves the right to make corrections or amendments due to errors identified in proposals by the City or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

If, after the opening and tabulation of proposals, a vendor claims error and requests to be relieved of award, s/he will be required to promptly present certified work sheets. The RFP Coordinator will review the work sheets and if the RFP Coordinator is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the vendor may be relieved his/her proposal.

After opening and reading proposals, the RFP Coordinator will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between a price per unit and the extended amount of any proposal item, the price per unit will control. The City will use the total of extensions, corrected where necessary.

2(E)15 Bid Bond – A bid bond is not required

2(E)16 Performance Bond -- A performance bond is not required.

2(E)17 Payment Bond – A payment bond is not required.

2(E)18 Funding

Any contract entered into as a result of this RFP is contingent upon the continued funding by the City of Safford.

City of Safford
Accounts Payable
PO Box 272
717 Main St
Safford, AZ 85548

2(F)

NON-COLLUSION AFFIDAVIT

**City Website
Design and Replacement**
(INCLUDE WITH BID PROPOSAL)

STATE OF ARIZONA

County of Graham

} ss.

_____, Affiant, who is

(Title)of _____
(Contractor)

the person, corporation or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such **Proposal** is genuine and not sham or collusive, nor in the interest or behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

_____ **Affiant**_____ **Title**

Subscribed and sworn before me

This _____ day of _____, 2011

Notary Public in and for the

County of _____ State of _____

My commission expires

3. SCOPE OF SERVICES

3(A)1 Project Goals

The primary goal of this project is to replace the current website with a new and improved website. The new website will be easier for users to navigate, more efficient for City staff to manage, and provide a wide variety of services to the citizens of the City of Safford. The Vendor will provide the City with an information ready, turn-key website that City staff can immediately begin to migrate information into.

Short Term Goals

1. Improve the tools that support updating the website, i.e.; content management system (CMS).
2. Improve the information architecture that supports easy navigation of the site to key City services.
3. Redesign the website with a new look and feel supporting the branding efforts of the City and reflecting the diverse make up and vision of the citizens of the City.

Long Term Goals

1. Improve the timeliness of content published to the website.
2. Expand the services the City offers to citizens on the website.
3. Enable updating the look and feel of the website on an as-needed basis.
4. Expand the amount of information the City publishes on the website.
5. Ensure easy accessibility and navigational user experience, encouraging citizens to return.
6. Reflect the values and character of the City both visually and informationally.

3(A)2 Project Objectives

1. Redesign the information architecture of the City's website.
2. Replace the website CMS software.
3. Implement electronic workflow for all proposed web postings for approval and promotion.
4. Redesign the look and feel of the website.
5. Implement a new URL.
6. Update and implement website technology management policy and best practices
 - a. Identify and formalize content contributors from each department who will ensure that all content is accurate and up to date.
 - b. Identify and formalize use of web social networking tools.
 - c. Identify and formalize acceptable website content and links to outside resources.
 - d. Identify and provide web information management tools to comply with the State of Arizona Public Records retention guidelines. This will include the storing of each information update, the storage and maintenance of any activity on any social networking site or application and should include an easy to administrate application providing for indexing, storage, archiving and retrieval of this information.
7. Provide external access to City staff for City e-mail and Intranet services.
8. Provide for full integration with existing e-government applications currently in use and provide for easy integration with future e-government applications.

3(A)3 Scope of Work

Vendors replying to this RFP will be asked to organize and itemize their proposals into four (4) main areas for the City's consideration of their services: design; content management system (CMS) software; implementation of CMS software; and training.

The City reserves the right to award the entire project to a single vendor or split the award to separate vendors for specific work.

A. The Vendor(s) will be responsible for the following:

- 1) Redesign the City website look and feel that will support the City's updated brand as well as the marketing needs of specific departments/services.*
 - Provide a project plan for the design phase of the website replacement project.
 - New website content information architecture that supports easy navigation to key services.
 - Determine a consistent look and feel for the website, including color schemes, graphic elements, and navigation tools that provide straightforward navigation within a unifying graphic theme as well as flexibility for the branding of different City departments/services. The look and feel should be consistent with the City's current branding initiative.
 - Provide design mock ups of primary website sections: Home page, Living, Working, Visiting, Business, Government/City Hall, Emergency, and I Want To sections.
- 2) Apply website redesign mockups to website CMS software implementation to enable information ready website.
 - Provide a website CMS software implementation project plan. This can be integrated with the overall project plan.
 - Install and configure website CMS software on City server infrastructure.
 - Consult with City staff to determine how the website CMS navigation will support the City template requirements.
 - Create website templates that meet ADA / 508 standards compliance.
- 3) Website CMS training for site administrators and content contributors.

**** A deliverable of the City of Safford Branding project is an informal website design of what the website could look like to support the updated brand. It is not currently known if this deliverable will be directly applied to the website replacement project.***

B. The successful Vendor(s) will deliver the following:

- 1) Look and Feel Design
 - The Vendor shall provide a minimum of one (1) design of the proposed website that adhere to the branding style and standards (to be provided by the City).
 - The Vendor will work with the City Information Technology Department to determine a new website content information architecture navigation framework to support easy navigation to key City services.
 - The Vendor may be required to work with the City branding project team and assist in design analysis and style integration fit/gap.

2) CMS

- The Vendor shall provide a comprehensive CMS solution.
- The City prefers to avoid proprietary, limited release CMS solutions.
- The CMS software proposed shall be in use in a wide variety of industries and shall not be a beta, release candidate or other early adopter technology.
- The system shall integrate smoothly and efficiently with Microsoft Products. For example; SQL 2008, Microsoft Office, Windows 2008 Server platform, Exchange 2007/2010. The optimum solution would be for the CMS to integrate with the Microsoft Sharepoint 2010 for ease of content creation, integration, and postings.
- The CMS shall be accessible via external access.
- The Vendor will provide a search engine solution that will support indexing of all contents within the CMS as well as external City website resources.

3) Website

- The Vendor shall provide a fully operational and working website framework ("information ready"). City staff should be able to immediately begin updating and migrating information.
- The Vendor shall assist in addressing any URL name changes and /or URL naming conventions.
- The website shall integrate all existing e-government applications and shall be designed for easy integration of additional e-government applications.
- The website shall be hosted in the City's data center.

4) Training

- The Vendor will provide full and complete training on the use of the CMS to all departments within the City of Safford.

C. The City of Safford will be responsible for:

- 1) Installation and configuration of required server infrastructure and network services where the CMS software will be installed.
- 2) Collaborate with the website design vendor in determining key services for inclusion in the updated information architecture that will support easy navigation of the site to key City services.
- 3) Specify website CMS template requirements.
- 4) Content migration from the old website to the new website.
- 5) Website governance.

3(A)4 Website Content Management Software

3(A)4.1 Software Needs Summary

The City is looking for website content management software that will; be adaptable to current and changing technology, enable content subject matter experts to efficiently publish and manage their content on the City website, and provide easy access of City services to website visitors.

3(A)4.2 Product Requirements

Product requirements are outlined below. This list is a comprehensive set of requested features based on input from Website Advisory Committee members and analysis of Communication Assets Items support requirements.

General Website Content Management System features:

1. Content Editor

- WYSIWYG rich text editor
- Spell checker
- Ability to limit certain features of WYSIWYG editor to maintain common look and feel throughout the website.
- Content editors must produce ADA / 508 standards compliant content
- Content publisher control of associated meta data

2. Content Management

- Ability to organize and manage uploaded documents and images.
- Ability to archive outdated documents and images.
- Ability to optimize uploaded pictures and graphic files for quickest page loading.
- Interactive photo galleries to publish and display photo assets.
- Document galleries to organize and publish documents according to subject matter.
- List module for creation and organization of logically related items into lists that can be shared on multiple pages but managed within single list.
Example list content: contacts and links.
- Ability to determine specify a publishing schedule for specific content
- Versioning and indexing of content to meet State of Washington Records Retention and Retrieval requirements.
- Multi-lingual Content Integration with website content translation capabilities in two (2) languages, (English & Spanish).

3. Navigation MEGA Drop Down Menus

- Breadcrumb navigation
- Secondary level navigation within specific content subject matter areas
- Friendly URL's
- Addition of external pages to navigation
- Flexible navigation tools that facilitate management of common links across site.
- Ability to reorganize content to different sections of the website without manually changing content links.

4. Master Calendar Functionality

- Master calendar to share events, meetings, holidays, etc. that can be managed in a main calendar and shared across the website by content/subject matter category.
- iCal links for users to add events to desktop calendar programs such as Outlook.
- Interactive maps of event locations.
- Provide RSS feeds by calendar based on content creator defined categories.

5. Forms

- Standard contact forms
- Ability to easily add custom forms to site pages and manage content produced by the forms
- Surveys and ad hoc reporting

6. Security/Authorization

- Ability to centrally add and manage users and specify access rights
- Ability to create groups with different access rights
- Ability to limit certain group members from specific content and content management functionality
- Ability to manage logged in users
- Publishing Workflow with ability to customize by security group and user
- Audit trail and reports of changes to content within the CMS

7. Additional Functionality

- RSS consumption and display of external resources
- RSS production on frequently updated content such as news releases and calendar events.
- “Share This” social networking site links for site visitors to share content on Facebook, Twitter, etc.
- Site templates must be ADA / 508 standards compliant
- CSS template features for viewing text only, printing, and mobile access versions of the site.
- Software Development Kit - Ability for the City Information Services Department or outside Vendor to create custom pages and content within the site’s templates to facilitate integration of other e-Gov services software such as GIS, permitting, online bill payment, etc.
- Search engine that can be directed to index both internally and externally hosted website resources.
- Ability to manage an interactive multimedia top stories section within the CMS.

3(A)4.3 Technical Requirements

- Hosted external to the City's current network with preference given for Linux/Apache based solutions.
- Active Directory authentication integration
- Ability to have separate development and production environments.
- Vendors will have the ability and will allow City staff to perform a hands-on demo/test of the software during the website CMS selection process.
 - Demos will be as close to current production environment as possible.
 - Documentation of additional functionality and performance differences from demo will be provided.

3(A)4.4 Site Look and Feel

- Site must display correctly in all major browsers
- Site themes and/or style sheets that maintain common look and feel throughout website.
- Department / Service Marketability – ability to apply customized look and feel within different departments/services while maintaining global navigation and website common look and feel.

4. ADDITIONAL INFORMATION

Please provide your responses for all questions as indicated in the RFP Response Submittal checklist in Section 8.

4(A) Single Point of Responsibility/Accountability

4(A)1. The City's expectation is to have a single point of contact, i.e. a single point of authority and a single contracting entity for this project. This is of a critical nature for this RFP; a contract will NOT be awarded to a vendor who does not have this single point of accountability. Indicate your understanding of and compliance with this requirement.

4(B) Technical Questions

4(B)1. Content Editor and Management

- 1) Does the CMS software provide a WYSIWYG rich text editor an easy interface for nontechnical users to update content? If yes, please describe in detail, addressing how the editor manages HTML tags, tables, links, images, spellchecking, and other features.
- 2) Can WYSIWYG capabilities be turned off for source code editing? If yes, please describe how this is accomplished.
- 3) Can administrators limit certain features of the WYSIWYG editor? Please describe the features that can be controlled and how the control functionality is accomplished.
- 4) Describe the CMS software meta data management tools.
- 5) Can content live in multiple areas or be referenced in multiple areas? If yes, please describe the functionality and management of this feature.

4(B)2. Archiving and Roll Back and Restore Functionality

- 1) As pages are updated, are existing versions automatically archived? Is there a limit to the number of archived versions?
- 2) Describe the CMS software's version control of content and rollback to the previous versions of content and documents/pages.
- 3) Does the CMS generate an audit trail and reports for the content that was updated? If yes, please describe this functionality.

4(B)3. Content Scheduling

- 1) Describe the CMS ability to schedule publishing or deletion/archive of content based on date, time and/or approval, etc.
- 2) Describe how the CMS assigns expiration dates and handles expired pages (automatic e-mail notifications, link updates, removal of expired pages, follow up tasks, etc.).

4(B)4. Navigation

- 1) Describe the ability of users to create new navigation menus.
- 2) Describe the ability of users to move or change the placement of navigation menus.
- 3) Does the CMS software manage content and links for MEGA Drop Down Menus in it's global navigation? If yes, please describe how this is accomplished.
- 4) Does the CMS software manage navigation and display of interactive content such as tabbed content areas? If yes, please describe how this is accomplished.
- 5) Does the CMS software support the addition of external links to the global and secondary navigation? If yes, please describe how this is accomplished.
- 6) Does the CMS software support notification of users when they are leaving the site? If yes, please describe how this is accomplished.
- 7) Is 'breadcrumb' navigation automatically created and maintained by the software on every page of content? If yes, please describe how this content and links is managed.
- 8) Does the CMS support the ability to generate friendly URLs? If yes, please describe how this is accomplished.

4(B)5. Master Calendar Functionality

- 1) Describe the website calendar functionality.
- 2) Does the calendar support item categories and the custom display of calendar items by category across the site? If yes, please describe how this is accomplished.
- 3) Does the calendar create event reminders for site users to download event reminders to their own calendar applications? If yes, please describe how this is accomplished.

4(B)6. Security/Authorization

- 1) How are users and user groups created and managed? If yes, please describe how this is accomplished.
- 2) Can users with different access rights be created? Can groups with different access rights be created? If yes, please describe how this is accomplished.
- 3) Are there pre-defined users and/or group types included or specified with in the CMS software? If yes, please describe these users and/or group types.
- 4) Can specific content ownership be managed down to the user level including reassigning ownership to another user or user group? If yes, please describe how this is accomplished.
- 5) Can only certain group members have access to certain functionality, including limiting what buttons are accessible in the HTML editor? If yes, please describe how this is accomplished.
- 6) Can size limitations/quotas be assigned to different files, folders, and/or sites? If yes, please describe how this is accomplished.
- 7) Describe the administrator's role and access to content and content management on the website.
- 8) Describe the CMS software's workflow management tools including the ability to customize the workflow, workflow notifications, and the auditing capabilities of the workflow system.

4(B)7. Other Features

- 1) Does the CMS software support the ability to apply customized look and feel within different departments/services while maintaining global navigation and website common look and feel? If yes, please describe how this is supported.
- 2) Does the CMS software produce RSS feeds? If yes, please describe the content this feature is available for and how it is managed within the software.
- 3) Does the CMS support social networking links for site visitors to share content on Facebook, Twitter, etc.? If yes, please describe this functionality and the ability to manage which sites are included in this feature.
- 4) Does the CMS meet ADA / 508 standards? If yes, please describe how this is accomplished.
- 5) Does the CMS support viewing text only, printing, and mobile access of content? If yes, please describe how this is accomplished and the mobile access systems are supported.
- 6) Does the CMS have a software development kit or other functionality to facilitate the integration of current and future e-government services software such as GIS, permitting, online bill payment, etc.? If yes, please describe how this type of integration can be accomplished.
- 7) Does the CMS have search and index capabilities both internally and externally hosted website resources? If yes, please describe the content that can be indexed and how search features are managed.
- 8) Please describe the opportunities that the proposed CMS solution has, if any, for Microsoft SharePoint integration.
- 9) Does the solution provide for the management of content in rotating content or slideshow type of content that could support a rotating news feature on the home page? If yes, please describe how the software supports this type of content.

4(C) General Questions

4(C)1 Do you meet our business size requirements? We strongly prefer not to award to any vendor if our business would represent more than thirty percent (30%) of the vendor's total revenue.

4(C)2. How many years has your company been in business? How long have you been providing these services? What is your company's primary line of business?

4(C)3. Provide a brief overview of your company (furnish your business philosophy, mission statement, management structure, organization chart, etc.).

4(C)4. How many employees do you have? What is the total years' experience your employees have in this profession; what is the average?

4(C)5. State the type of ownership of your company. Give the State and date of your incorporation if applicable. List headquarters and regional / full-service office locations, and website address.

4(C)6. Provide the key contact name, title, address, telephone and fax numbers. Also identify the person(s) authorized to contractually bind the organization. Provide resumes for owners and key sales personnel.

4(C)7. Please attach your audited annual reports or certified financial statements for the past three (3) years.

4(C)8. Are you willing to share these financial reports with us on an ongoing basis to allow us to verify your fiscal stability?

4(C)9. Please provide credit references to demonstrate your company's future viability. Please include your Dun & Bradstreet number (D-U-N-S number).

4(C)10. Please provide status of any current or pending litigation against your company that might affect your ability to deliver the services that you offer.

4(C)11. Do you anticipate that your company will be acquired in the foreseeable future? Is your company planning to acquire any other companies? If yes, please provide the names of the companies and the nature of the business.

4(C)12. Include names of three (3) current customers (title and phone numbers) that have had a scope of work similar to that described in this RFP and a letter of recommendation from each.

4(C)13. Please include reference names of former customers, if any, (title and phone numbers) and the reasons for disengagement of your services.

4(C)14. What type of insurance coverage do you carry? Describe the amount of coverage.

4(C)15. Are you on either the Federal debar list or your home state debarred list?

4(D) Summary

Explain in one page or less how your solution will differentiate you from other vendors and why we should choose you as our successful vendor. List the unique features that give your company a competitive edge in the website design and replacement industry.

5. PRICING SCHEDULE

The website design, CMS software, implementation, training and maintenance prices below MUST remain firm for 180 days after award. Any price adjustments through the life of this agreement must be mutually agreed upon in writing. All meals and travel expenses must be included in Unit Pricing.

5(A) Website Design

Item	Description	Quantity	Unit Price	Total Price
1.				
2.				
3.				
4.	Vendor may add additional lines as needed			

5(B) Website CMS Software

Item	Description	# of Hours	Hourly Rate	Total Price
1.				
2.				
3.				
4.	Vendor may add additional lines as needed			

5(C) Implementation

Item	Description	# of Hours	Hourly Rate	Total Price
1.				
2.				
3.				
4.	Vendor may add additional lines as needed			

5(D) Training – also indicate if training will be at no additional charge

Item	Description	# of Classes	Cost per class	Total Price
1.				
2.				
3.				
4.	Vendor may add additional lines as needed			

5(E) Maintenance

Provide Annual Maintenance costs. If discounts are available for multi-year support agreements, please provide this information regarding the length of term and the net discount percentage. Please also ensure that your prices below are firm for one (1) year after final written acceptance of services by the City.

Item	Description	Discount %	Length of term	Total Price
1	Full maintenance: supporting hardware and software 8 a.m. to 5 p.m., Monday – Friday with four (4) hour on site response			
2	Full maintenance: supporting hardware and software seven (7) days a week, 24 hours a day, with four (4) hour on site response			
3	What is your plan for emergency response in case of critical failure? Do you have an emergency response plan with one (1) hour or less response? If so please explain and include pricing. If not, so indicate.			
4	If the City chooses time and materials coverage, what is the rate for standard business hours and after hours? State your definition of business hours.			
5	Will your company support a maintenance contract that covers core components only (e.g. servers, software, switch's and common control cards) with no peripherals, or station sets?			
6	Propose the maintenance you believe would best serve the City.			

6. SAMPLE CONTRACT

ROUTINE SERVICES *SAMPLE* CONTRACT

CITY OF SAFFORD

TITLE: xxxxxxxxxx
CONTRACT # xxxxxxxxxx

This Contract, dated effective the xxxxx of xxxxxx 201x and is made and entered into by and between the City of Safford ("the City") and xxxxxxxxxxxxxxxx ("Vendor").

Company Name:
Contact Name:
Vendor Address:
Vendor Phone:
Vendor Fax:
Vendor e-mail:
FID/SSN#:

WHEREAS, the purpose of this Contract is for xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx; and

WHEREAS, the Vendor has the requisite training, skill and experience necessary to perform the services required by the City; and

WHEREAS, the parties desire to enter into this Contract setting forth the terms and conditions relating to the performance of the required services.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the City and Vendor mutually agree as follows:

1. **Scope of Work**

Vendor shall perform the services described in Section A Scope of Work

All services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed by Vendor under this Contract shall be collectively referred to herein as the "Work". Vendor shall commence, perform and complete the Work in accordance with the schedule set forth in Exhibit A.

2. **Term of Contract.**

This Contract shall expire xxxx (xx) years from the date of full execution with xxx (x) additional terms of xxx (xxx) year(s) renewal, upon mutual written agreement by both parties.

3. **Performance of Work.**

Vendor shall begin the Work upon receipt of an approved purchase order from the City Purchasing and Contracts Division or a notice to proceed. Vendor shall perform the Work and accomplish such tasks as identified and designated as the responsibilities of Vendor throughout this Contract. Vendor shall have authority to incur costs and expenses

necessary to perform the Work, subject to the limitations specified herein and any attachments.

4. **Termination**

The City or Vendor may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Vendor shall submit an invoice for services performed up to the effective date of termination and the City shall pay CONSULTANT all for all Work performed prior to the termination date.

This Contract is contingent upon the City Council's appropriation of sufficient funds for the Work contemplated under this Contract. In the event that sufficient funds are not appropriated for the Work, the City shall have the right to terminate the Contract, effective immediately, without termination charge or other liability, by providing written notice of termination to Vendor.

5. **Vendor to Direct Work.**

Vendor shall control and direct the performance of the Work pursuant to this Contract, subject to the City's oversight. The City reserves the right to inspect, review and approve the Work of Vendor to assure that it has been completed as specified, before payment.

6. **Performance Standard.**

All duties by Vendor or designees shall be performed in a manner consistent with accepted practices for other similar Work.

7. **Compensation**

In consideration of the services performed by the Vendor the City shall pay the Vendor in the manner set forth in the attached pricing schedule. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of CONSULTANT

Payment Terms. Vendor shall submit monthly invoices for services performed and City shall pay the full invoice amount within forty-five (45) days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) days of the invoice date.

Additional Services. Additional services, if any, beyond the initial scope of work shall be compensated at the same compensation rate as defined above. Such additional work must have the prior written approval of the City.

Disputed Work. If the City believes in good faith that some portion of Work has not been completed satisfactorily, the City will notify Vendor in writing, within ten (10) days, and may request Vendor to repair the Work before the City is obligated to make payment for such Work. In such event, the City will clearly and reasonably provide to Vendor an explanation of the City's concern regarding the Work performed and the remedy that the City expects from Vendor. If the Vendor does not provide a sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the Work not properly completed.

Method of Payment. Vendor shall submit an invoice for the compensation for Work performed. An itemized billing statement in a form approved by the City will be submitted to provide a detailed description of the Work performed during the month, the number of hours spent performing such Work, any reimbursable costs and expenses that have been approved by the City and were incurred in connection with such Work. Accurate invoices must have the Purchase Order Number clearly marked on the invoice and will be paid net thirty (45) days, after receipt of an undisputed invoice. Invoices shall be submitted to the following address:

City of Safford
Attn: Accounts Payable
PO Box 272 717 Main St
Safford, Az 85548

Representations.

Vendor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.

Vendor will provide and maintain trained personnel and adequate facilities and equipment to perform the Work.

Force Majeure. Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

8. **Independent Contractor.**

It is the intention and understanding of the parties that Vendor shall be an independent contractor and that the City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Vendor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Vendor shall not be deemed to convert this Contract to any employment contract. It is recognized that Vendor may or will be performing services during the term of the Contract for other parties and that the City is not the exclusive user of the Vendor's services.

9. **Inspection.**

Work under this Contract shall be subject to review and examination by the City at all times, and shall be subject to its approval. Vendor shall periodically confer with the City during the course of Work. Vendor shall prepare and present any information and materials (e.g. a detailed outline of completed work) as may be pertinent, necessary, or requested by the City to determine the adequacy of the Work as it progresses or to determine Vendor's progress.

The making (or failure or delay in making) such examination shall not relieve Vendor of responsibility for performance of the Work in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Vendor shall provide the City sufficient, safe and proper facilities and equipment for such inspections and free access to such facilities.

10. **Prevailing Wages.**

If required by the specifications or by RCW 39.12, prevailing wages shall be paid. Vendor specifically agrees to comply with RCW 39.12 and to file all required forms, certifications,

and affidavits necessary to comply with Federal and State laws before final payment shall be made to the Vendor. The latest prevailing wage rate information is available per the State of Washington, Department of Labor and Industries, Industrial Relations Division.

11. Record-Keeping and Right to Audit.

Vendor shall promptly furnish the City with such information related to the Work as may be requested by the City. Until the expiration of twenty-four (24) months after final payment of the compensation payable under this Contract, Vendor shall provide the City access to (and the City shall have the right to examine, audit and copy) all of Vendor's books, documents, papers and records which are related to Work or this Contract.

12. Property and Confidential Information.

Vendor shall not, without the prior written consent of the City, disclose to third parties any information received in connection with Work unless:

- (a) The information is known to Vendor before receiving the same directly or indirectly in connection with Work;
- (b) The information is in the public domain at the time of disclosure by Vendor; or
- (c) The information is received by Vendor from a third party who does not have an obligation to keep the same confidential.

13. Indemnification.

Vendor shall indemnify the City from any reasonable damages caused solely by the negligent act, error, or omission of Vendor in the performance of services under the Project. If such damage results in part by the negligence of another party, CONSULTANT shall be liable only to the extent of their proportional negligence.

14. Insurance.

Vendor must provide the insurance as set forth in Exhibit C attached hereto.

15. Warranty.

Vendor hereby warrants that all Work furnished under this Contract will fully meet all requirements for quality of workmanship and all other requirements of the specifications for such Work. Vendor shall be required to obtain and assign to the City all available warranties from separate manufacturers or suppliers for any parts, equipment or other materials incorporated into the Work.

16. Notices.

Any notices required or permitted to be given under this Contract shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by electronic transmission in the form of email or facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

To City:

Purchasing and Contracts
City of Safford
P.O. Box 272
717 Main St
Safford, AZ 85546
Fax: 928-348-3114

To Vendor:

Or to such other address as may be designated in writing by the parties.

17. General Provisions.

- a. Entire Agreement. This Contract, including its attachments, contains the entire understanding between City and Vendor with respect to the Work. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications or amendments to this Contract shall be in writing and shall be signed by the parties to this Contract. Services to be performed by Vendor for City that are outside the scope of services of this Contract shall be performed pursuant to written agreements separately negotiated.
- b. No Gifts and Gratuities. Vendors must not offer, nor can City employees accept, gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with City business practices. It is also unlawful for anyone to offer another, to influence or cause him or her to refrain from submitting a bid. Vendors and City employees must strictly adhere to the applicable statutes and ordinances for ethics in contracting and purchasing, including the Safford Code of Ethics. This provision is applicable to any business practice, whether a contract condition, bid practice, or at any activity related to City business.
- c. No Conflict of Interest. Vendor confirms that Vendor does not have a business interest or close family relationship with any City officer or employee who was, is, or will be involved in vendor selection, negotiation, drafting, signing, administration or evaluation of Vendor's performance.
- d. Compliance with Law. Vendor shall comply with all applicable federal, state and local laws in effect at the time of the performance of the Work under this Contract.
- e. Licenses, Permits and Similar Authorization. Vendor, at no expense to City, shall secure and maintain in full force and effect during the term of this Contract, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

- f. Law/Venue. This Contract shall be interpreted and enforced in accordance with the laws of the State of Washington. Any litigation arising out of or in connection with this Contract shall be filed and conducted in Snohomish County Superior Court.
- g. Legal Expense:
In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their reasonable attorney fees, court costs, and defense expenses within thirty (30) days of the court action.
- h. Severability
Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the City and the Vendor will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.
- i. Survivability. All provisions of these terms that allocate responsibility or liability between the City and the Vendor shall survive the completion or termination of services for the Project.
- j. No Waiver. Failure or delay by the City to declare any breach or default immediately upon occurrence shall not waive such right. Failure of the City to declare a breach or default does not act as a waiver of the City's right to declare another breach or default.
- k. Authority. Each party warrants and represents that such party has full and complete authority to enter into this Contract and each person executing this Contract on behalf of a party warrants and represents that he/she has been fully authorized to execute this Contract on behalf of such party and that such party is bound by the signature of such representative.
- l. Assignment, Subcontracting, Delegation. Neither party shall assign its rights, interests, or obligations under the Project without the express written consent of the other party.

IN WITNESS WHEREOF, the City and Vendor have executed this Agreement as of the date first above written.

CITY OF SAFFORD

VENDOR:

City Manager

Signature

Date

Printed Name

ATTEST BY:

Title

Date

Date

AS APPROVED TO FORM:

, Interim City Attorney

Date

**EXHIBIT C:
INSURANCE REQUIREMENTS**

The Vendor/Contractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc., Rating of B++6, or with other companies approved to do business in the State of Arizona with policies and forms satisfactory to the City of Safford.

All required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the City of Safford constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by The City of Safford shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City of Safford.

The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City of Safford, its agents, officers, officials and employees for any claims arising out of the Contractor's work or service.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City of Safford under such policies.

The Contractor shall be solely responsible for deductible and /or self-insured retention and the City of Safford, at its option, may require the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The City of Safford reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City of Safford shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City of Safford's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation, required by this Contract shall name the City of Safford, its agents, officers, officials and employees as Additional Insured parties.

REQUIRED COVERAGE

General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 Products and Completed Operations Aggregate and \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG0001 0798 or any replacement thereof.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc's., Additional Insured, Form B, CG2010 0397, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Contract, the Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

Automobile Liability

Vendor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA0001 0797, or any replacements thereof). Such insurance shall include coverage for loading and offloading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

Worker's Compensation

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

CERTIFICATION OF INSURANCE

Prior to commencing Services under this Contract, Vendor shall furnish the City of Safford with Certificates of Insurance, or formal endorsements as required by the

Contract, issued by Vendor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the City of Safford fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the City of Safford.

8. RFP RESPONSE SUBMITTAL CHECKLIST

Vendor shall submit a response in the following format; please note that **NO PDF or scanned RFP response submissions will be accepted. All submissions must be in MS Word and/or Excel.**

1. Vendor shall create one original response (**labeled “original”**) with original signature (See Tab 1)
2. In addition to the copies specified above the Vendor **MUST** include a CD of the entire response which shall be placed inside the front cover of the original response.
3. The RFP name must be shown on the lower left-hand corner of the box.
4. The **original response** shall be indexed with tabs as follows:

Tab #	Section	Description
1	1(C)	RFP Cover Sheet
2	2(F)	Non-Collusion Certification
3	3	Acknowledgement of Scope of Services
4	4(A)	Single Point of Responsibility
5	4(B)1	Answers to Content Editor and Management Questions
6	4(B)2	Answers to Archiving Questions
7	4(B)3	Answers to Content Scheduling Questions
8	4(B)4	Answers to Navigation Questions
9	4(B)5	Answers to Master Calendar Functionality Questions
10	4(B)6	Answers to Security/Authorization Questions
11	4(B)7	Answers to Other Features Questions
12	4(C)	Answers to General Questions
13	4(D)	Summary
14	5	Pricing Schedules (Section 5A-G)

This checklist is intended merely as an aid to the Vendor in providing a response to this RFP. The Vendor retains the sole responsibility for accuracy and completeness of the response.