

KANSAS CITY PUBLIC LIBRARY

REQUEST FOR PROPOSALS FOR DRUPAL WEB DEVELOPER

December 15, 2011



Kansas City Public Library
14 West 10th Street
Kansas City, Missouri 64105

Proposals will be accepted until:

11:00 a.m. (CST)
Tuesday, January 17, 2012

REQUEST FOR PROPOSALS FOR DRUPAL WEB DEVELOPER

Instructions to Proposers

General Instructions

The Kansas City Public Library ("Library") invites qualified applicants to submit proposals for Drupal web developer services for the Library.

Submission of Proposal

Proposals may be submitted in hard print copy and/or email, to be received no later than 11:00 a.m., Tuesday, January 17, 2012. All correspondence should be marked "**KCPL Drupal Web Services**". Please note that if you are submitting your proposal by email, the Library must receive the email no later than 11:00 a.m.

Official Contact

Any questions concerning this Request for Proposals ("RFP") should be submitted via email to:

Reed Beebe
Kansas City Public Library
14 West 10th Street
Kansas City, MO 64105
816-701-3563
purchasing@kclibrary.org

All questions concerning this RFP must be received no later than Tuesday, January 10, 2012 by 5:00 p.m.

Ownership of Documents

Any reports, studies, conclusions and summaries prepared by the Proposer shall become the property of the Library.

Confidentiality of Information

Any proprietary information furnished by a Proposer to the Library that is designated confidential shall be treated as confidential to the Library to the extent allowable by law.

RFP Awards

The Library reserves the right to accept or reject any and all proposals, to make a partial award, or to make a multiple vendor award. The acceptance or rejection of any or all proposals and the making of an award or a partial award will be at the sole discretion of

the Library. The Library reserves the right to request additional information. The contract shall be awarded to the qualified Proposer(s), whose proposal (which may include and incorporate the outcome of any subsequent negotiations), is determined to be in the best interests of the Library.

Addenda/Cancellation

The Library may modify or cancel the RFP at any time prior to the RFP due date by issuance of an Addendum or Cancellation to all Proposers who are participating in the process at the time the Addendum/Cancellation is issued. Addenda will be made available and Cancellations will be posted on the Library's RFP/RFQ website (currently: <http://www.kclibrary.org/news-projects-rfps>). Proposers should monitor the Library's RFP/RFQ website for updates/information/addenda/cancellations. Verbal modifications to the RFP specifications shall not be binding upon the Library.

Clarification of Proposals

The Library reserves the right to obtain clarification of any point in the proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the proposal.

Method of Selection

Award will be made to the most responsive and responsible Proposer offering the best value and most economical proposal as defined by the Library. In general, the following criteria will be used: price, qualifications, service approach, and the experience of the Proposer. Per Library policy, a preference will be given to local vendors and minority/women business enterprises (M/WBE).

After the Library's initial evaluation of proposals, select proposals will undergo a detailed review and evaluation. As part of this detailed review of proposals, selected Proposers may be required to make oral presentations of their proposals to the Library. These presentations provide an opportunity for the Proposers to clarify the proposals.

The Library will negotiate with the selected Proposer(s) for mutually agreeable terms for the Library's Drupal web developer services before making an award. Negotiation could include, but not be limited to, price and the terms and conditions of the RFP.

Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The Proposer shall identify clearly and thoroughly any variation between its offer and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance. Proposer's authorized representative may withdraw proposals only by written request received before the proposal due date.

Proposal Validity Period

Each proposal shall be valid for a period of sixty (60) days from the proposal due date.

Non-Collusion

Proposer(s) certify that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

Hold Harmless

The Proposer shall hold harmless, defend and indemnify the Library and the Library's officers, agents, and employees against liability that may be imposed upon them by reason of the Proposer's failure to provide worker's compensation coverage and liability coverage.

General Specifications

INTRODUCTION

The Kansas City Public Library is seeking a web development company to assist with various web projects, predominantly using Drupal, over the next three years. Supported websites include the Library's main web presence, www.kclibrary.org, as well as microsites like www.kcresearch.org and www.kchealthwellness.org. Additional microsites are also planned for development.

The successful company will be offered an annual contract, with an option for up to two annual renewals as mutually agreed by both parties, for support of the Library's existing sites as well as the opportunity to complete all larger development projects on a contract basis.

SCOPE OF SERVICES

The Library is seeking proposals from qualified vendors to provide assistance with various web projects, predominantly using Drupal.

The web development company selected will work with the Library's staff web developer and members of the Digital Library Services group and will be expected to undertake the following tasks as mutually agreed upon:

1. Provide support and upgrades to existing websites.
2. Provide emergency support 24 hours a day to live websites.
3. Work with Library staff web developer to assist with changes and upgrades to existing sites.
4. Evaluate, recommend, and implement contributed Drupal modules to enhance website functionality and/or replace custom modules.
5. Work with requirements provided by Library staff to develop new websites using Drupal.
6. Provide graphic design for websites as needed.
7. Develop custom search interfaces using Drupal and Apache Solr.
8. Provide graphic design for selected projects.

9. Document and comment all work to facilitate support by Library staff web developer.
10. Evaluate and test all work before handing off to Library staff.
11. Provide training assistance on new site features and functionality.
12. Attend meetings as needed on-site or remotely.

Initial Projects:

1. Annual support and maintenance retainer

The Library will contract with the selected web development company for a retainer of between 10 and 20 hours per month to support the Library's staff web developer in the support and maintenance of existing websites. 24 hour emergency support is necessary.

2. Development of The Missouri-Kansas Conflict microsite

The Library will contract with the selected web development company for the creation of an interactive interface that will provide access to several thousand pages of digitized Civil War primary sources. The website is expected to include maps, timelines, image galleries, essays, and advanced search functionality built on Apache Solr indexes. Graphic design services will also be required for this project.

Additional projects will be assigned as required by the Library; the Library estimates that an additional two large projects (which will require approximately 150 to 300 hours per project) will be needed within a three-year period.

Minimum Qualifications

1. At least three years of PHP experience and the ability to write secure, custom code required.
2. At least one year of experience with the Drupal content management system required, 2 or more years preferred.
3. Experience with Apache Solr preferred
4. Experience with AJAX preferred.
5. Knowledge of Fedora Commons repository software preferred.
6. Companies with a minimum of three staff web developers required.
7. The ability to provide 24 hour support required.
8. Experience with the Kansas City Public Library's existing platforms preferred
9. The selected service provider will have been in operation at least one year

The selected service provider shall be responsible for all costs associated with any contract resulting from this RFP.

Proposal Content & Format

To provide a degree of consistency in review of the written proposals, Proposers are required to prepare their proposals in the format described below:

Proposal Response Form

An individual having full authority to execute the proposal and to execute any resulting contract for services ("authorized representative") must complete and submit the attached Proposal Response Form (**Attachment A**) or submit a signed letter of transmittal that contains the same information and statements as indicated in the proposal response form.

Experience, Expertise and Capabilities

Give a background of the company's or contractor's experience and qualifications. This should include a brief history, the date founded, ownership and any subsidiary relationships. Also list the types of services the company or contractor is qualified to perform. Give examples of experience for similar services to other entities, and the work efficiencies that the company is able to provide. If the company or contractor is headquartered within the Kansas City metropolitan area, or if the company or contractor is a minority/women business enterprise (M/WBE), this should be noted in order to utilize the Library's preference for local and M/WBE vendors.

Personnel

For Company proposals, provide the names of key management personnel who would be directly involved in providing services to the Library. Describe their relationship in the company, the role they would play, their experience, qualifications and years of service with the company.

Use of Subcontractors

The selected Proposer shall be solely responsible for all services as required by the RFP. Subcontractors, if any, will be the responsibility of the Proposer and the role of subcontractors must be clearly identified in the proposal. The Library may factor this information in the evaluation of the service approach of the Proposer. The use of a subcontractor(s) does not relieve the selected Proposer of liability under this contract (see **Indemnity, Licenses & Releases** in the **Terms and Conditions** section).

Service Approach

Submit a clear, concise response to accomplish the scope of services that reflects your understanding of the Library's requirements as described in the Scope of Service. Include information about the timeframe needed to provide the services required by the Library. This response should demonstrate an understanding of the Library's needs.

Cost/Charges

Submit a detailed breakdown of all costs and charges involved in completing the scope of work, with a price schedule for services. Please complete and submit **Attachment B**. The Library relies on the Proposer to assure that all charges to complete the scope of work are submitted in the proposal and that there are no hidden costs or charges that will be incurred by the Library.

Authorized Representative

Include the name, title and contact information of the person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

References

Submit information regarding three (3) comparable projects that the vendor has completed as the prime contractor within the last five (5) years. The projects shall indicate the start and completion dates, services and equipment provided, contract term, and any warranty and benefits provided to the client. Please provide contact information for each reference.

Terms and Conditions

Contract Term

The term of this contract will begin from the date of award and end June 30, 2012, with an option for up to two annual renewals as mutually agreed by both parties.

Contract Components

This RFP, the successful proposal's response thereto, and any additional written modifications and/or stipulations mutually agreed upon by the Library and the successful proposal will constitute the final contract. During the contractual period, any changes to the conditions outlined in these materials must be approved in writing with the signatures of representatives from each selected proposal(s) and the Library

Disclosure of Confidential Information

Proposer acknowledges that, in and as a result of the consulting hereunder, Contractor will be making use of, acquiring and/or adding to confidential information of a special and unique nature and value relating to such matters as Library's systems, procedures, manuals, confidential reports, or other similar data, as well as the nature and type of processes and/or other services rendered by Library, hereinafter collectively referred to as the "Confidential Information". As a material inducement to Library to enter into this Contract, and to continue to engage Contractor hereunder and to pay to Contractor the compensation referred to herein, Contractor covenants and agrees that Contractor shall not, at any time during or following the cessation of his engagement hereunder, for whatever reason, directly or indirectly, divulge or disclose, for any purpose whatsoever,

any of such Confidential Information which has been obtained by or disclosed to Contractor. Upon cessation of this Contract for whatever reason, all Confidential Information, whether in the form of documents, records, notebooks, invoices, statements or correspondence, including copies thereof, relating to the business of the Library then in Contractor's possession or control, whether prepared by Contractor or others, shall remain Library's exclusive property and will be delivered to and left with the Library.

Indemnity, Licenses & Releases

Contractor agrees to indemnify, defend, and hold harmless Library, its representatives and customers from and against any and all suits, demands, liabilities, claims, actions, expenses, losses, and damages of any kind or nature whatsoever arising out of any negligent acts or omissions in connection with the Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of the Services under this Contract.

Contractor will obtain and pay for all permits and licenses required by law that are associated with the Contractor's performance of Services.

Termination

Either party may terminate this Contract without cause upon sixty (60) days prior written notice to the other party. Library reserves the right to cancel, for cause, this Contract without prior written notification. Cause for termination shall include the following: (1) violation by Contractor of any applicable federal, state, or local law, regulation or ethical code; (2) Contractor's substantial under performance, as determined by Library; or (3) failure to comply with the provisions of this Contract. Library shall, where permitted by law, have the right to terminate the Contract immediately and without other cause or prior notice to Contractor in the event that Contractor does any of the following: (1) makes written admission of its inability to pay its debts or obligations as they become due; (2) files a voluntary petition in bankruptcy; (3) is adjudicated as bankrupt or insolvent; (4) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator of all or any substantial part of its business assets; (5) fails to actively operate its business for a period of more than seven (7) consecutive days without the prior written consent of Library; or (6) fails to maintain the insurance coverage required in this Contract. The Contract shall terminate immediately if it is no longer permitted by applicable laws, rules or regulations, or if Library decides to limit or discontinue their operation for any reason.

Modification of Contract

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid,

and the parties further agree that the provisions of this Section may not be waived except as herein set forth.

Codes, Laws and Regulations

Contractor will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Contract.

Adjustment of Services

The Library reserves the right to eliminate, reduce or otherwise adjust the scope of services provided by the Contractor.

Assignability

Neither this Contract nor any rights hereunder may be assigned by the Contractor without Library's prior written consent.

Governing Law

It is understood and agreed that the construction and interpretation of this Contract shall at all times and in all respects be governed by the laws of the State of Missouri. The parties agree that any legal action brought in connection with this Contract is to be maintained only in the Circuit Court of Jackson County, Missouri.

Insurance

Contractor shall purchase and maintain, at its own expense, for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the work by the Contractor, its agents, representatives, or employees.

Coverage Required	Limits per Occurrence
General Liability	\$1 million minimum coverage per occurrence and \$2 million aggregate, written on an occurrence basis.
Automobile Liability	\$1 million per occurrence, covering owned, hired and non-owned automobiles
Worker's Compensation	Statutory

Contractor understands and agrees that the Library cannot save and hold harmless and/or indemnify the Contractor or its employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's services under this Agreement. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Library, its employees, its clients and the general public against any such loss, damage and/or expense related to the services performed under this Agreement. The insurance coverage shall include general liability insurance in an amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate with

endorsements including but not limited to risks of false imprisonment, malicious prosecution, libel, slander and violation of right of privacy as well as the Missouri statutory requirements for works compensation insurance. Written evidence of the insurance shall be provided by the Contractor to the Library, the initial written evidence being attached hereto and marked as Exhibit A. The evidence of insurance shall include, but not necessarily be limited to: effective dates of coverage, limits of liability, insurer's names, policy numbers and endorsement by representatives of the insurance company. Evidence of self-insurance coverage or of another alternative risk financing mechanism is not permitted.

Insurance policies required of Contractor by the Agreement shall:

- Be issued by insurance companies licensed to do business in the state of Missouri with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available on the date the Contractor obtains or renews the insurance policies. If *Best's* ratings are changed or discontinued, the parties shall agree to an equivalent method of rating insurance companies;
- Name the Library as an additional insured as its interest may appear on the policy;
- Provide that the insurance not be cancelled or materially changed in the scope or amount of coverage unless thirty (30) days' advance notice is given to the Library;
- Be primary policies;
- Be permitted to be carried through a "blanket policy" or "umbrella" coverage;
- Have deductibles not greater than \$1,000;
- Be written on an "occurrence" basis; and
- Be maintained during the entire Term and any extension Terms.

By the date of award and upon each renewal of its insurance policies, Contractor shall give such certificates of insurance to the Library.

Independent Contractor.

It is specifically agreed by the parties that the relationship of Contractor to Library is that of an independent contractor and that Contractor is not an agent, partner, or employee of the Library. Contractor acknowledges that Contractor is not entitled to receive from Library any tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

Access to Records.

Contractor shall maintain all fiscal records and any other records relating to this Contract in such a manner as to clearly document the Contractor's performance hereunder. Library or any of its duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to

this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

Federal, State, and Local Taxes, Licenses, and Permits

The Contractor will comply with all laws and regulations on taxes, licenses, and permits.

Other Considerations

Disputes

Should any doubt or difference of opinion arise between the Library and the successful proposal awarded this Contract as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the Library shall be final and binding upon all parties.

Prohibition of Public Benefits to Illegal Aliens

Pursuant to 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. Selected vendors shall comply with the provisions of Section 285.525 through 285.550 of the State of Missouri statutes and execute the notarized affidavit attached hereto as **Attachment C**, Affidavit of Work Authorization before the Agreement can be finalized

Ownership of Work Product and IP Assignment

All Work Product shall be considered work made for hire for the Library and shall belong exclusively to Library. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the Library automatically upon creation thereof, then Contractor agrees to assign, and hereby assigns, to Library the ownership of such Work Product, including all related intellectual property rights. The Contractor shall complete the intellectual property assignment form attached hereto as **Attachment D** before any contract will be awarded.

Attachment A
PROPOSAL RESPONSE FORM

DATE _____

Proposal of : _____, (herein after
called Vendor), a Corporation/Partnership/an Individual doing business as

_____.

TO: The Kansas City Public Library (hereinafter called the Owner).

The Proposer, in compliance with your Request for Proposal for Drupal Web Developer and having examined the RFP and Scope of Services with related documents and being familiar with all of the conditions surrounding the work, hereby agrees to perform the work required by the project in accordance with the contract documents, within the time set forth in the Instructions to Proposers, and at the price stated therein. These prices are to cover all expenses incurred in performing the work required by the contract documents, of which this proposal is a part.

Proposer acknowledges receipt of the following addenda in the event subsequently issued.

Submitted by authorized representative:

Firm

FEI/SSN

Signature

Typed Name & Title

Address

City, State, Zip Code

Telephone

Fax Number

Attachment B

Cost/Charges

Annual support and maintenance retainer: The Library will contract with the selected web development company for a retainer of between 10 and 20 hours per month to support the Library's staff web developer in the support and maintenance of existing websites. 24 hour emergency support is necessary.

Total hourly rate (the hourly rate is a fixed rate and will include all travel and other costs and expenses associated with rendering services)	
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Development of The Missouri-Kansas Conflict microsite and additional projects: The Library anticipates development of The Missouri-Kansas conflict microsite, along with a minimum of two other large projects, over the course of a three year period (see Scope of Services – Initial Projects). The Library anticipates that these large projects will require approximately 150 to 300 hours per project.

Total hourly rate (the hourly rate is a fixed rate and will include all travel and other costs and expenses associated with rendering services)	
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Attachment C

AFFIDAVIT OF WORK AUTHORIZATION

I. _____, of lawful age and being first duly sworn my oath, state as follows to the Kansas City Urban Public Library District, a political subdivision of the State of Missouri:

1. In accordance with R.S.Mo. § 285.530(2) _____ (“Consultant/Contractor”) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted service _____ (the “Project”) for the duration of the contract.

2. I also affirm that Consultant/Contractor does not and will not knowingly employ any person who is an unauthorized alien in connection with the contracted services related to the Project for the duration of the contract, if awarded.

3. Furthermore, I also affirm that all subcontractors working on this contract for services to the Kansas City Urban Public Library District shall affirmatively state in writing in their contracts with Consultant/Contractor that they are not in violation of R.S.Mo. § 285.530(1), and shall not thereafter be in violation. Alternatively, the subcontractor shall submit to the Consultant/Contractor a sworn affidavit under penalty of perjury attesting that all employees are lawfully present in the United States.

FURTHER AFFIANT SAYETH NAUGHT.

(Signature)

Dated: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Attachment D

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the “**Assignment**”) is entered into this ____ day of _____, 20__, by [CONTRACTOR/EMPLOYEE] (“**Assignor**”), in favor of the Kansas City Missouri Urban Public Library District (the “**Library**”).

WHEREAS, Assignor has been engaged or otherwise employed by the Library to develop certain Work Product (as defined below);

WHEREAS, the parties intend such engagement/employment to be a “work made for hire” arrangement; and

WHEREAS, Assignor desires to assign any and all intellectual property ownership and other rights associated with the Work Product to the Library effective upon creation thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

Assignor does hereby irrevocably assign to the Library, and the Library does hereby accept, all right, title and interest in the **web projects** developed or otherwise created by Assignor for the Library (the “**Work Product**”), including, but not limited to, all copyrights, patents, trademarks, service marks, logos and trade names, software, source code, object code, documentation, trade secrets, proprietary and technical information, original works of authorship (whether copyrightable or not), inventions, discoveries, improvements, concepts, ideas, specifications, data bases, technology, research and development, processes, formulae, know-how, moral rights, publicity rights and any other proprietary, intellectual or industrial property or similar or equivalent intangible rights of any kind or nature, together with all rights to, and all applications, registrations, continuations, divisionals, licenses, and franchises for any of the foregoing, in any form or media, and including all goodwill associated therewith or appurtenant thereto (collectively, the “**IP Rights**”).

To the extent that title to the IP Rights and any copies thereof does not or may not vest in the Library by operation of law immediately upon creation thereof, all right, title, and interest therein are hereby irrevocably assigned to the Library effective as of their creation. The IP Rights shall belong exclusively to the Library, with the Library having the exclusive right to obtain and to hold in its own name registrations or such other protection as may be appointed to the subject matter and any extensions and renewals thereof. Assignor further hereby irrevocably assigns to the Library, and the Library shall have, all causes of action, past, present, and future, related to any of the IP Rights, the rights to damages, due or accrued, arising out of past, present, or future infringements or violations thereof; and the right to sue for and recover the same in the Library's own name. Assignor shall give, and cause other persons to give, the Library and any person designated by the Library reasonable assistance necessary or helpful to perfect the rights defined in this Assignment and to effectuate the assignments made herein.

Assignor warrants that it has the full power and authority to assign the IP Rights, and Assignor does not need the approval of any other person or entity to effectuate this Assignment.

This Assignment constitutes the complete and exclusive statement of the terms and conditions of this Assignment, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, relating to the subject matter hereof. This Assignment shall be governed by and construed in accordance with the laws of Missouri.

IN WITNESS WHEREOF, this Assignment has been executed as of the date first set forth above.

Assignor

[CONTRACTOR/EMPLOYEE]

Accepted by:

The Library

**Kansas City Missouri Urban
Public Library District**

By: _____

Name: _____

Title: _____