



CITY OF ROHNERT PARK

Request for Proposals

New City Website

PRE-PROPOSAL CONFERENCE

DATE: May 22, 2008 at 11:00 am

LOCATION:

**City of Rohnert Park
City Hall
6750 Commerce Boulevard
Rohnert Park, CA 94928**

PROPOSAL MAILING: May 2, 2008

PROPOSAL DUE DATE: June 5, 2008 at 2:00 pm

PROPOSAL LOCATION:

**City of Rohnert Park
Administrative Offices Annex
6800 Hunter Dr., Suite B - Purchasing
Rohnert Park, California**

May 2, 2008

NOTICE OF REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN THAT the City of Rohnert Park is seeking proposals for Migration, Design, Development, Implementation, Host and Maintain the City of Rohnert Park's Website www.rpcity.org which is more particularly described in the Proposal Packet.

A Pre-Proposal Meeting is scheduled for Thursday, May 22, 2008 at 11:00 am, at the City of Rohnert Park, City Hall, 6750 Commerce Blvd, Rohnert Park, California. All Proposers are encouraged to attend.

For additional information about this Request for Proposals contact:

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Proposal Due Date: Thursday, June 5, 2008, at 2:00 pm at the City of Rohnert Park, Administrative Offices Annex, 6800 Hunter Drive, Suite B - Purchasing, Rohnert Park, California.

CITY OF ROHNERT PARK

Angie Smith

Angie Smith
Purchasing Agent

Table of Contents

Section 1: General Provisions	Page Number
Proposal Requirements.....	4
Proposal Format and Content.....	4
Pre-Proposal Meeting.....	5
Submission of Proposals.....	5
Local Vendor Preference.....	5
Proposal Postponement and Amendment.....	6
Single Proposal Response.....	6
Proposal Withdrawal.....	6
Proposal Investigation.....	6
Award.....	6
Insurance and Taxes.....	7
Save Harmless and Indemnity Agreement.....	7
Payment to the Proposer.....	8
Modifications.....	8
Changes.....	8
Defective Work.....	8
Warranties.....	8
Termination of Contract.....	9
Section 2: Scope of Work	
Purpose.....	9
Project Overview.....	9
Services to be Provided.....	9
General and Desired Enhancements.....	10
Migration	11
Look and Feel.....	11
Usability.....	11
Content Management.....	12
Training for Application/System Administrators.....	12
Training for End-Users.....	12
Services Required After Selection.....	12
On-line Problem Diagnosis and Correction.....	13
Other Requirements and Features.....	14
Optional Features and Pricing.....	15
GIS.....	15
Section 3: Proposer Requirements	
Competency of Proposers.....	15
Statement of Experience and Financial Condition.....	16
Performance Bond.....	16
Experience Required	16
Independent Proposer.....	16
References.....	16
Assignment and Subcontracting.....	16
Subcontractors.....	17
Legal Requirements and Permits.....	18
Federal & State Tax.....	18
Legality.....	18
California Law.....	18
Retention of Records.....	18
Non-Collusion Affidavit.....	18
Bid Proposal Form.....	19
Insurance Forms.....	20-24

SECTION 1: GENERAL PROVISIONS

PROPOSAL REQUIREMENTS:

- Proposers are required to submit a proposal on all items. Proposal submittals that do not have all items will not be considered.
- Cash discount must be shown on proposal; otherwise prices will be considered net. Unless prices and all information requested are complete, bid proposal may be disregarded and given no consideration.
- This Request for Proposals shall result in an open, firm, fixed price for a period not less than ninety (90) days for the Submittal Deadline.
- In case of default by the Proposer, the City of Rohnert Park may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Proposer, the difference between the price named in the contract or purchase order and actual cost thereof to the City of Rohnert Park. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the City Manager.
- All prices and proposals must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal.

All proposals must be signed with the firm's name by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

PROPOSAL FORMAT AND CONTENT: Proposals should be concise and should contain the following information:

1. An outline of the steps to be completed to accomplish the scope of work proposed.
2. Estimated time to complete each step in the scope of work outlined.
3. Description and estimate of time and effort required of City staff to assist in the preparation of the plan.
4. The experience and background of the Proposer in performing similar tasks.
5. References of 3 or more similar projects completed by your Proposer within the last three years. (Projects completed for other governmental agencies are preferable.) Each site listed should include the website address, company/agency contact, email address and telephone number. These agencies/companies will be contacted for references.
6. The names and qualifications of the individuals that would be assigned to this project (including their role in a similar project).
7. Cost proposal for the project. Proposal should include cost to complete as well as cost breakdown for each additional feature listed.

8. Please describe form and content of training that will be provided for end-users and/or IT staff.

PRE-PROPOSAL MEETING: A pre-proposal meeting has been scheduled for all prospective Proposers. The meeting will be held Thursday, May 22, 2008 at 11:00 am, at the City of Rohnert Park, City Hall, 6750 Commerce Blvd., Rohnert Park, CA. This meeting has been scheduled to provide Proposers with the opportunity to become familiar with the parameters of the Request for Proposals and to provide an opportunity to have questions answered regarding the project proposal.

SUBMISSIONS OF PROPOSALS:

- Each proposal must be submitted in a sealed envelope with the proposal name, closing date and time on the outside.
- Information must be furnished complete in compliance with the provisions and specifications of the Request for Proposals. The information requested and the manner which submission are essential to permit prompt evaluation of all proposals on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive, and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers or information is provided.
- Proposals and modifications or corrections thereof received after the closing time specified will not be considered.
- Proposals shall be for the total net price including all applicable taxes and charges.
- No email, telephone or facsimile of proposals will be accepted. If a photocopy is to be submitted, it must be signed in original, in ink.

If you do not submit a proposal, return this Request for Proposal and state reason, otherwise your name may be removed from our mailing list.

LOCAL VENDOR PREFERENCE: A one percent (1%) preference shall be granted to local Proposers. A local Proposer is defined as a business entity with its principal place of business located within the city limits of the City of Rohnert Park. To qualify for the preference, local Proposers must submit proof of the address of its principal place of business and a copy of their current City Business License. Proof of address is normally the address to which Purchase Orders or contracts and payments will be sent. Copies of current City Business License must be submitted with each proposal for which a preference is claimed. The total amount of preference granted in a single proposal shall not exceed \$5,000.00. Local preference only applies to procurement of material, supplies, equipment, or services, and will not apply to proposals conducted cooperatively with other public agencies nor when prohibited by the terms of a Federal, State or private grant funds.

PROPOSAL POSTPONEMENT AND AMENDMENT: The City of Rohnert Park reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective Proposers. Prospective Proposers are defined as those Proposers listed in the City's Request for Proposals list for this material/service, or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices propose, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the City shall enable Proposers to revise their proposals.

SINGLE PROPOSAL RESPONSE: If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single Proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

PROPOSAL WITHDRAWAL: After the proposals are opened, proposal may not be withdrawn for sixty (60) calendar days. Prior to the date/time set for the proposal opening, however, proposals may be modified or withdrawn by the Proposers authorized representative in person, by written notice, email or by facsimile notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written, email or facsimile notices shall be received in the office designated on Page No. 1 of this Request for Proposals no later than the exact date/time for the proposal opening. A facsimile modification or withdrawal received in the designated office no later than the date/time set for the proposal opening shall be considered if such message is confirmed in writing by fax.

PROPOSAL INVESTIGATION: Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the Proposer will rely. If the Proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contract for additional compensation.

AWARD: The City of Rohnert Park reserves the right to accept proposals on individual items listed, on group items, or on the proposal as a whole; to reject any and all proposals; to waive any informality in the proposals; and to accept the proposal that appears to be in the best interest of the City.

In determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant factors.

Notice of contract award, if awarded, will be made within sixty (60) days of opening of proposals to the most responsive and responsible Proposer(s), whose proposal complies with all

the requirements in the Request for Proposals.

Proposer shall submit to the City, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under the Insurance in the schedule of the Request for Proposals.

The Proposer shall not commence work under the terms and conditions of the contract until all Certificates of Insurance have been approved by the City and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Rohnert Park.

NOTE: THE CITY ADVISES ALL PROSPECTIVE PROPOSERS TO CAREFULLY READ THE CONTRACT INSURANCE REQUIREMENTS LISTED BELOW. IT IS ALSO ADVISED THAT PRIOR TO SUBMITTING A PROPOSAL, PROPOSERS SHOULD HAVE THEIR INSURING AGENCY REVIEW THE CITY'S INSURANCE REQUIREMENTS TO DETERMINE IF THEIR CARRIER(S) WILL COMPLY WITH THE ADDITIONAL INSURED BY ENDORSEMENT AND CANCELLATION LANGUAGE THAT IS REQUIRED. ALL CERTIFICATES OF INSURANCE AND ENDORSEMENTS MUST BE SUBMITTED TO THE CITY FOR APPROVAL AFTER AWARD OF PROPOSAL. FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS STATED HEREIN, AFTER AWARD OF PROPOSAL WILL BE JUST CAUSE FOR ANNULMENT OF AWARD.

INSURANCE AND TAXES: The Proposer shall maintain limits no less than: General Liability: two million (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. Automobile Liability: two million (\$2,000,000) per accident for bodily injury and property damage. Employer's Liability: two million (\$2,000,000) per accident for bodily injury or disease. Such policies shall name the City of Rohnert Park, its officers, employees and agents as additional insured. A current certificate of insurance and endorsements on City of Rohnert Park forms will be furnished to the City Purchasing Manager showing the required coverage and providing for thirty (30) days written notice to the City of Rohnert Park by the insurance company prior to cancellation or any change in policy coverage. NOTE: Only the Certificate of Insurance and Endorsements on City of Rohnert Park forms are acceptable and are attached.

Proposer shall maintain, during the life of this agreement, workmen's compensation insurance for all employees employed by Proposer for the operations hereunder.

SAVE HARMLESS AND INDEMNITY AGREEMENT: The Proposer shall indemnify and save harmless, City from and against any and all claims, demands, causes of action, suits or judgments (including costs and expenses incurred in connection therewith) for death or injuries persons or for loss of or damage to property arising out of or in connection with the acts of Proposer in performance of this Contract which is not caused by City's negligence. In the event of any claims made or suits filed, City shall give Proposer prompt written notice thereof, and Proposer shall have the right to defend or settle the same to the extent of his/her interests hereunder.

Should the Proposers insurance consist of claims made coverage, the Proposer will be required to

furnish evidence that said policy will continue to be in effect and enforceable for two (2) years after the effective termination date of the contract award. If Proposer changes insurance carriers after the termination date of the contract, Proposer will be required to provide the City of Rohnert Park with evidence of policy tail coverage for the two (2) year period after the contract termination date.

In addition the Proposer will be required to notify the City of Rohnert Park immediately in writing should their coverage amount fall below the two million (\$2,000,000) levels during the contract and/or tail coverage term.

FAILURE TO COMPLY WITH THIS LANGUAGE WILL CAUSE A DELAY IN THE CONTRACT OR PAYMENT.

PAYMENT TO THE PROPOSER: Payment will be made on a calendar-month basis in arrears. The Proposer shall submit his invoice to the City of Rohnert Park, Accounts Payable Department, Post Office Box 1489, Rohnert Park, CA, 94927-1489. In the event this contract becomes effective or terminates during the course of a month, the amount paid to the Proposer for the part of the month shall be determined by prorating the amount on the basis of the number of calendar days involved.

In connection with any cash discount specified on this proposal, time will be computed from the date correct invoices are received in the City Finance Department. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant of check.

MODIFICATIONS: This agreement shall not be modified, except in writing, by all parties. Oral change orders are not permitted. No change in this Request for Proposals or resulting contract shall be made unless the City of Rohnert Park gives its prior written approval therefore. The Proposer shall be liable for all costs resulting from and/or for satisfactory correcting, any specification changes nor properly ordered by written modification to the contract and signed by the City of Rohnert Park.

CHANGES: The City may at any time, by giving fifteen (15) days written notice, delete or add to the scope of the work as set forth in the specifications. If such changes cause an increase or decrease in the amount due under the Contract, an equitable adjustment shall be made and the Contract amended in writing accordingly. Changes in the scope of five percent (5%) or less per proposal, shall not be cause for adjustment.

DEFECTIVE WORK: If the City representative finds that repairs or changes are required in connection with this Contract, which in the opinion of the City representative are rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Proposer shall, within five (5) days upon receipt of notice from the City representative, place in satisfactory condition in every particular all of such work, correct all defects therein and make good all damages.

WARRANTIES: The service that is proposed shall be unconditionally guaranteed to be free from any defects in design, material, and/or workmanship under normal use. The Proposer shall

be required, to submit a copy of the Warranty Terms and Conditions, or state those terms and conditions in the space provided below. In addition, a statement must be made concerning the Proposers guarantee of workmanship.

TERMINATION OF CONTRACT: If at any time, in the opinion of the City Council, upon recommendation of the City Manager, 1) Proposer fails to conform to the requirements of this contract; 2) Proposer seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against Proposer which may interfere with the performance of the contract; or 4) Proposer has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing may be served upon him, and should he neglect or refuse to provide means for a satisfactory compliance with the contract as directed by the City Manager within the time specified in such notice the City Council in any such case shall have the right and power, at its option and without prejudice to any other right it may have to terminated the contract. Any excess of the cost arising therefrom will be charged against the Proposer and his sureties, who will be liable thereof. In the event of such termination, all monies due the Proposer or retained under terms of the contract shall be forfeited to the City, but such forfeiture will not release the Proposer or his sureties from liability for failure to fulfill the contract.

SECTION 2: SCOPE OF WORK

PURPOSE: The City of Rohnert Park is seeking proposals to design, develop and host a website that will be resourceful, informative and serve as a marketing asset that provides a citizen/business friendly environment which emphasizes access to City services, departments and business opportunities.

PROJECT OVERVIEW: The City of Rohnert Park is committed to building a website that is designed for ease of use from the viewpoint of our citizens, visitors, businesses and other government agencies. The goal is to have a site that is attractive, easy to navigate and maintain, user friendly, and informative. The information on the City website should be directed towards the City's citizens, businesses, visitors, prospective businesses, prospective residents, other government agencies, developers, and any person or agency seeking to conduct business with or obtain information about the City of Rohnert Park. Currently, the City of Rohnert Park is actively working on economic growth. To this end, the website design should showcase the attractions and beauty of the area. It should make information to people wishing to visit, relocate, do business, or rent City facilities in Rohnert Park readily available.

SERVICES TO BE PROVIDED:

- The website must provide for high-speed upload/download response times for both low and high speed computers that are used by the average citizen.

- As per the Americans with Disabilities Act, the City must provide the same level of service to individuals with visual, hearing, motor, or cognitive disability that we do to the general public. The City expects respondents to offer suggestions regarding accessibility.
- The site should be developed to minimize loading times for analog dial-up customers.
- The site must be designed to function effectively with common versions of software and hardware, which must be identified in your proposal.
- All documents, including maps and tables, should be in HTML, Portable Document Format (PDF), or in a format approved by the City to provide ease of viewing, printing, and downloading, and in alternate ADA acceptable download formats.
- Include links for citizens to download any browser plug-in products, such as Acrobat Reader, that are necessary to view information on the site.
- The site must be compatible with current versions of commonly used Internet browsers. Please identify proposed compatibility with your response.
- The site should include e-government capabilities, enabling secure on-line credit card purchases, verifications, fulfillment, and acceptance, and the City's ability to conduct e-government transactions such as on-line permitting, park and facility reservations, class registrations and other interactive forms.

GENERAL AND DESIRED ENHANCEMENTS:

Develop a highly beneficial, cost-effective, easy to use, and interactive and architecturally sound website.

The City's preferred website model calls for authorized City staff to have some ability to perform routine content management related to routine information such as the posting of meeting dates, agendas, minutes, departmental events, removing old and outdated information and general noticing. A system needs to be structured for maintenance and updating capabilities by non-technical staff. The City is interested in a content management process and is open to ideas on how best to accomplish this aspect of the website.

- Create a consistent and standardized format and enhanced graphical look for all pages, thereby establishing a unified theme throughout the City's website. However, the established theme should also provide the flexibility to allow for different City functions and some level of individuality and/or functionality between City functions and departments.
- Departments each have unique needs to make the website work for them. Examples are external links to RecEnroll Registration System, post league schedules, scores, interactive park maps and links to photos. Access field conditions, report park and facility issues electronically. Other domains are Spreckelsonline.com, 101sign.com, rpanimalshelter.org

- Allow for interactivity including e-mail response, surveys, feedback, forms, online payments, and access to various City calendars. The designer must incorporate the ability for users to complete interactive on-line forms for such tasks as employment, business license and building permit applications.
- Graphic files should be relative to the site and designed with simplicity to allow for quickest loading. Allow for search capabilities; use existing search engines and/or create City database within home site.
- Form printing a number of static forms will be available for printing. Website must have links or embedded plug-ins such as Java and Adobe for opening and viewing these documents.

Although the City has some specific requirements, we are also interested in your ideas for content, and more specifically, your approach in re-designing the style of the City's website. We encourage respondents to consider and propose alternative solutions, recommendations and improvements.

MIGRATION: Migrate as much of the existing website contents in order to reduce costs.

LOOK AND FEEL: Create a new design look for the site. This design should communicate the City's image through choices of colors, graphic elements, photos, subject matter, and layout. At least three graphic design concepts shall be produced for the Web Redesign Committee to review during the design phase of the project. All resulting graphic elements and page templates should be easily reusable on other pages throughout the site. Each section of the site should have a unified look and feel that reinforces the City image yet provides flexibility to departments to present information that makes sense for the audience they serve. The Proposer shall explain their approach to graphic design.

USABILITY: The site should be organized so that information can be located intuitively, as is not the case with the current site.

- The site should provide rapid search capability of the entire site, including Adobe PDF documents and allow for advance search. The search should allow for specific search categories for sections of the site, such as the Municipal Code.
- The site should benefit citizens who wish to be active and engaged in their City. Provide easy ways to communicate with City Council and commissions and to learn about upcoming meetings, workshops and current issues. Also provide a place to post current committee vacancies and provide information on how citizens can join.
- Enhance site for businesses, bidders and service providers. Provide easy, intuitive access to up to date information on City planning codes, applications/forms, permitting processes, fees, etc. Provide a robust business development section with information on City licensing and procurement procedures and post related business forms and applications. Provide a section for Bid information.

- Enhance site for residents and prospective homeowners. Provide easy and intuitive access to relevant information such as utilities information, code enforcement, emergency preparedness and current events.
- On-line surveys/questionnaires and feedback forms, the City wants the ability to post surveys and questionnaires that will allow the collection of data within our system.

CONTENT MANAGEMENT: Easy for non-technical staff to use. The Proposer should create templates for meeting pages, news announcements, etc, so that new pages can easily be created.

Agenda and Staff Reports should allow staff to easily create new meeting pages using a template, upload multiple PDF staff reports and agendas for City Council and other committees.

Create a Style Guide In addition to the redesign itself, the Proposer will produce a Style Guide containing graphic, text, and other design standards to be followed for ongoing site development consistency.

TRAINING FOR APPLICATION/SYSTEM ADMINISTRATORS: Initial training for system administrators in the operation, content management and use of the proposed system is required. Training must be conducted at the City offices, or a suitable location nearby. Please describe in detail the available courses/training for each of these areas, including course content and duration. Recommend a complete training program including position specific curriculum. Describe any non-charge or free training materials you provide with the proposed system. Also describe your policy for future training of new or replacement personnel.

TRAINING FOR END-USERS: Initial training for end-users and managers in the use of the proposed website and modules and content management is required at the City offices, or a suitable location nearby. Please describe your available courses/training for each of these areas. Recommend a complete training program including position specific curriculum. Describe any non-charge or free training materials you provide with the proposed system. Also describe your policy regarding future training of new or replacement personnel.

SERVICES REQUIRED AFTER SELECTION: The Proposer will assist the City in redesigning its website which will allow the City to provide better information and additional services through the web.

The selected Proposers representative(s) may be required to attend a public meeting(s) at their own expense during the approval process and make presentations of any prepared website information during the development process.

The selected Proposers representatives will be required to meet regularly with the City's project manager/and or representatives to discuss, plan the project(s) and to determine a final list of information to be presented and agree on a final layout for web pages, and provide progress reports as needed.

In conjunction with performance under the approved contract, the selected Proposer may be required to attend additional progress meetings.

During the term of this Agreement, Proposer shall maintain professional certifications and licenses as required in order to properly comply with all City, State, and Federal law.

The Proposer will develop and present the data necessary to support Proposers findings, conclusions, and recommendations.

Initial website design templates and site maps will be provided to the City within the agreed upon timeframe from the date of the approved contract for review prior to implementation.

A testing period and subsequent acceptance testing period, either period not to exceed 15 business days, shall be provided, during which the City may evaluate the website on City property to ensure satisfaction with the website functions and conformance with the RFP. At the completion of each testing period, a letter of acceptance or failure will be provided to the Proposers. Items requiring correction at either testing period must be corrected within 15 business days by the selected Proposer.

The Proposer will provide to the City during website's development:

1. Three complete three-level graphic design concepts;
2. A demonstration of the approved/certified website's compliance with World Wide Web Consortium's Web Content Accessibility Guidelines 1.0, Level A, and section 508 of the Federal Rehabilitation Act;

The Proposer will provide to the City upon completion of the website's development:

1. One bound copy and electronic version of the approved/certified Website Style Guide.
2. One bound copy and electronic version of the approved/certified Website Code Guide and one master original suitable for photographic reproduction.
3. The approved/certified built out web site that includes the top three levels with content.

ON-LINE PROBLEM DIAGNOSIS AND CORRECTION: Describe the capabilities of your company and proposed system to support on-line problem diagnosis and correction from your remote service facilities.

- To design and build a site that will require minimal in-house technical expertise and dedicated personnel resources for ongoing system management.
- To preserve the City's existing technology investment where possible.
- To address all high priority feature needs while limiting expenditures.

OTHER REQUIREMENTS AND FEATURES:

- 1) Cross-reference information should be hyperlinked from page to page within the website with the Home Page link always visible.
- 2) Information currently provided on the website must be included in the proposal.
- 3) The proposal should include a comprehensive timeline for each phase of the website re-design, including meetings with City staff, re-design, development, draft presentation, implementation, hosting and training.
- 4) Graphical files should be relative to the site and provide for quickest loading, with little use of cartoons or caricatures.
- 5) The site must be designed for continuous operation 24 hours a day, 7 days a week with exception for times of scheduled maintenance.
- 6) Capability to maintain an archive existing and past records such as agendas, minutes, press releases, newsletters, etc., preferably in HTML format.
- 7) Accessibility Design and implementation must be compliant with current accessibility standards.
- 8) Compatibility Design and implementation must be fully compatible with:
 - All major internet browsers currently in operation.
 - All major end user platforms, including Windows, Mac, Linux and UNIX.
- 9) The site must function cleanly for users with no plug-ins. The only plug-in that will be used is Adobe Acrobat Reader for use to view informational documents. Any use of technology requiring plug-ins should be an enhancement rather than a core design and an alternative way to access the information must be provided for users who don't have a plug-in or don't wish to install it.
- 10) Openness, Interoperation and Industry Standards Design and implementation must conform to industry standards for openness and interoperation with other software applications, databases, and platforms. Standard languages and protocols must be used, employing open, industry standard interfaces and standardized code conventions.
- 11) Performance and Responsiveness Design and implementation must result in a site that provides satisfactory speed of response for the home page and static pages.
- 12) Extensibility the redesigned City site will be a key part of ongoing technology enhancements and the platform for all future online customer services and web-based applications. The design and implementation of the new site must be flexible enough to incorporate future online services and applications.

- 13) **Ownership** Upon completion of the contract, the City of Rohnert Park will take complete ownership of the website including, but not limited to, the architecture, graphical design concepts, navigational controls, electronic files, programming code, images, illustrations and Photography used on the site.
- 14) **IT Staff** should be able to generate statistics and reports regarding traffic to the site on a daily, weekly, monthly, and annual basis.
- 15) **Technical Support** must be available for consultation with City staff on an as-needed basis between 8 a.m. and 5 p.m. Monday through Friday, throughout the term of the contract, plus an emergency contact. Proposals must also include a plan for telephone and/or e-mail support for the Information and Technology Division during the “go-live” period and for an agreed upon duration after implementation of the new site. Proposals must specify the type of level of telephone and e-mail support to be provided.

OPTIONAL FEATURES AND PRICING: The following are optional services which the City may decide to make a part of this project. Provide pricing “a la carte” for each of the follow items, as well as a description of how your firm would be able to provide these services to the City. These “a la carte” items should be listed separately from the pricing for the project as a whole. It will be the City’s discretion as to whether or not these services will be made part of the final project.

Citizen Request system Develop a citizen request system that will allow citizens to submit online work orders such as pothole repair, street light repair, etc. Citizen complaints may be included as well. The request should be routed to the appropriate department for review.

On-line submittal of applications for employment and business licenses, if applicable, the Proposer should develop an underlying form/template to enable future uses.

GIS: Ability to migrate existing interface.

SECTION 3: PROPOSER REQUIREMENTS

COMPETENCY OF PROPOSERS: No proposal will be accepted from or contract awarded to a Proposer who is not licensed in accordance with the law, who does not hold a license qualifying him to perform work under this contract, to whom a proposal form has not been provided and who has not successfully performed on projects of similar character and scope. The Proposer may be required, before the award of any contract, to show, to the complete satisfaction of the City, that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner. Generally, Proposer history and references are required at a minimum. The City may make reasonable investigations deemed necessary and proper to determine the ability of a Proposer to perform the work, and Proposer shall furnish the City all information requested for this purpose.

STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION: In submitting this Proposal, the Proposer represents that the Proposer has a demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the proposed contract in a manner that is satisfactory to the City. The Proposer represents that financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that Proposer is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency. In support of these representations, the Proposer presents herewith letters of recommendation; reports; titles of lawsuits involving Proposer during the preceding ten years; personnel strength reports, current and anticipated projects that the Proposer will be expending effort upon in the State of California during the performance of the proposed contract; a list of all public contracts performed by the Proposer during the preceding five years that identifies the governmental agencies involved; and such other documents that deems necessary to support the Proposers Proposal. The supporting documents are enclosed herewith.

PERFORMANCE BOND: The successful Bidder shall file with the City, at the time of execution of the Contract, a Faithful Performance Bond in the full amount of the Contract, as security for the faithful performance of the Contract for the work, and to cover all guarantees against defective workmanship, for a period of 1 year after the date of the final acceptance of the work by the City.

EXPERIENCE REQUIRED: The Proposer must be an expert in web technology with a minimum of three years experience creating and designing Internet websites. The Proposer shall possess knowledge of how to use acceptable standards and practices to implement a large-scale enterprise web presence. Experience with Public Sector Websites is preferred.

INDEPENDENT PROPOSER: The parties contend that Proposer in performing the services herein specified shall act as an independent Proposer and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with the City. Proposer is not to be considered an agent or employee of the City and is not entitled to participate in any pension, medical or dental plan, or any other benefit provided by the City to its employees.

REFERENCES: The bidder shall supply three (3) references of current Proposers of the services offered in this proposal.

ASSIGNMENT AND SUBCONTRACTING: The Proposer shall not assign or subcontract work, or any part thereof, without the previous written consent of the City, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the City has been obtained. No right under the contract, not claim for money due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the City. In case the Proposer is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or

materials supplied for the performance of work.

Should any Superpose fail to perform in a satisfactory manner the work undertaken by him, his Subcontractor shall be immediately terminated by the Proposer upon notice for the City. The Proposer shall be fully responsible and accountable to the City for the acts and omissions of his Subcontractor, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontract and the City.

SUBCONTRACTORS: The "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Section 4100-4113, inclusive) shall be considered to apply to all Subcontractors in excess of one-half of one percent (.5%) of the total amount of the proposal, and said act requires Subcontractors, if used, to be listed in the prime Proposers proposal; prohibits the substitution of Subcontractors, except as therein authorized and provides for penalties for violation of the Act.

Each Proposer shall, with respect to the work of any Subcontractor in excess of one-half percent (.5%) of the total amount of the proposal; list in the Required Data Section:

1) The name and the location of the place of business of each Subcontractor who will perform work or labor or render services to the prime Proposer in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the prime Proposer, specially fabricates and installs a portion of the work or improvement according to detailed drawing contained in the plans and specifications, in an amount in excess of one-half percent (.5%) of the prime Proposers total proposal.

2) The portion of the work which will be done by such Subcontractor. Only one Subcontractor shall be listed for each portion.

If the Proposer fails to specify a Subcontractor for any portion of work to be performed under said contract in excess of one-half percent (.5%) of the Proposers total proposal, Proposer agrees the Subcontractor is fully qualified to and will perform that portion of the work.

The successful Proposer shall not, without the consent of the City, and in compliance with the Public Contracts Code Sections 4100-4114, either:

1) Substitute any person as Subcontractor in place of the Subcontractor designated in the original proposal;

2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the Subcontractor listed in the proposal; or

3) Sublet or subcontract any portion of the work in excess of one-half percent (.5%) of the total proposal as to which the Proposers original proposal did not designate a Subcontractor.

LEGAL REQUIREMENTS AND PERMITS: The Proposer agrees to fully comply with all local, city, state and federal laws, regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the Proposer to obtain any and all necessary permits, licenses and/or clearances prior to initiating a contract. Proposer shall pay all state and local sales and use taxes on items, and in a manner as required by the laws and statutes of the State of California and its political subdivisions. The Proposer shall withhold and pay any and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees, or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws. (Note: A valid City of Rohnert Park Business License is required for the Proposer and all Sub-Proposers individually).

FEDERAL & STATE TAX: Prices quoted shall not include Federal Excise Tax. California Sales Tax of seven and three quarters percent (7.75%) will be paid on material discretely priced in accordance with the contract payment schedule. Sales Tax will not be applied to services.

LEGALITY: If any provisions of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

CALIFORNIA LAW: This agreement shall be governed according to the laws of the State of California.

RETENTION OF RECORDS: The Proposer shall be required to retain any records necessary to document the charges for goods to be provided or services to be performed and make such records available to the City for inspection at the City's request for a period of four (4) years.

NON-COLLUSION AFFIDAVIT: The Proposer declares, by signing and submitting a proposal that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

ENTIRE AGREEMENT: This agreement is the entire agreement between parties.

**BID PROPOSAL/CONTRACT
FOR
NEW WEBSITE**

A pre-proposal conference is scheduled for Thursday, May 22, 2008 at 11:00 a.m., at the City of Rohnert Park, 6750 Commerce Blvd, Rohnert Park. All Proposers are encouraged to attend.

An original proposal and four copies must be submitted to:

City of Rohnert Park, 6800 Hunter Drive, Suite B, Rohnert Park, CA 94928, on or before 2:00 p.m. on Thursday, June 5, 2008.

ANTICIPATED SCHEDULE:

Proposal Mailing	May 2, 2008:
Pre-Proposal Conference:	May 22, 2008 at 11:00 a.m.
Proposal Due Date:	June 5, 2008 at 2:00 p.m.
Oral Interviews Week of:	June 16 th – 20, 2008
Start of Work:	July 1, 2008

All proposals should be in accordance with the provisions and specifications contained herein.

LOCAL VENDOR PREFERENCE CLAIMED: _____ YES _____ NO
(See LOCAL VENDOR PREFERENCE, in GENERAL PROVISIONS and attach copy of your City Business License.)

WILL YOU, AS SUCCESSFUL PROPOSER, EXTEND THE PRICES OFFERED IN THIS PROPOSAL TO OTHER CITY, COUNTY AND/OR OTHER GOVERNMENTAL AGENCIES? _____ YES _____ NO

Name and Address of Proposer:

Signature of Person Authorized to Sign:

Phone Number:

Please Type Signer's Name and Title

Date of Proposal: _____

INSURANCE FORMS

(Attached)

Certificate of Insurance

Workers' Compensation Endorsement

Auto Liability Endorsement

General Liability Endorsement

CERTIFICATE OF INSURANCE

ISSUE DATE MM/DD/YY)

CITY OF ROHNERT PARK (the "City")

PRODUCER

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES**BEST'S
RATING**COMPANY
LETTER **A** _____COMPANY
LETTER **B** _____COMPANY
LETTER **C** _____COMPANY
LETTER **D** _____COMPANY
LETTER **E** _____

INSURED

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR. ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OTHER _____				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (Any one person)	\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY ☐ UMBRELLA ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	☐ WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	PROPERTY INSURANCE ☐ COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

1. None of the above-described policies will be canceled until after 30 days' written notice has been given to the City at the address indicated below.
2. The City, its officials, officers, employees and volunteers are added as insured's on all liability insurance policies listed above.
3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
4. The City is named a loss payee on the property insurance policies described above, if any.
5. All rights of subrogation under the property insurance policy listed above have been waived against the City.
6. The workers' compensation insurer named above, if any, agrees to waive all rights to subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED

(CITY)CITY OF ROHNERT PARK

6800 HUNTER DRIVE

P. O. BOX 1489

ROHNERT PARK, CA 94927-1489

AUTHORIZED REPRESENTATIVE

SIGNATURE _____

TITLE _____

PHONE NO. _____

INSURER
POLICY NO:
ENDORSEMENT NO:

ISO FORM CG 20 10 11 85 (MODIFIED)
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of "your work" performed for that insured.

Modifications to ISO for CG 20 10 11 85

1. The insured scheduled above includes the insured's elected or appointed officers, officials, employees and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Entity.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insurance would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Signature-Authorized Representative

Address