

RFP # AC-09-001
**Website Consulting Design, Development,
and Implementation Services**



By:
Angel Cisneros, I.S. Coordinator
City of Colton, Information Services
650 N. La Cadena Drive
Colton, CA 92324
(909) 370-6185 / (909) 370-5198 (fax)
Date: 12/14/09

CITY OF COLTON
PURCHASING DEPARTMENT
650 N. La Cadena Drive
(909) 370-6185 (909) 370-5198 (fax)
Visit our Website: www.ci.colton.ca.us

Request for Proposals# AC-09-001
Bid Issue Date: 12/14/09
Closing Date: 3/02/10 2:00 P.M.
Buyer # AC
Email: acisneros@ci.colton.ca.us

Return bid to address above:

INSTRUCTIONS TO BIDDERS

- I. Pre-Qualification - Unless stated elsewhere in this document, vendor must register with the City of Colton Central Services to be qualified. To register, go to www.TheNetworkBidSystem.com and follow the vendor registration instructions.
- II. Prices/Notations - All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- III. Format - Use the documents provided. If you decide to submit more than one bid (i.e., alternatives), photocopy our documents.
- IV. Pricing/Terms/Tax - All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The City pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- V. Other Terms and Conditions - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by contacting the City of Colton, Central Services at the number shown above and requesting a copy be faxed or mailed to you.
- VI. Period of Firm Pricing - Unless stated otherwise elsewhere in this document, prices shall be firm for 90 days after the closing date.
- VII. Specification/Changes - Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the City reserves the right to reject those alternatives as non-responsive.
- VIII. Recycled Material - Wherever possible, the City of Colton is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the City reserves the right to reject those alternatives as non-responsive.
- IX. Method of Award - The City reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the City to be most advantageous to the City. The City recognizes that prices are only one of several criteria to be used in judging an offer and the City is not legally bound to accept the lowest offer.
- X. Return of Bid/Closing Date/Return to - The bid response shall be delivered to the address above or may also FAX'ed to the dedicated Secure Bid FAX number listed above by 1:30 p.m. on the closing date listed above. Bid responses not received by City Purchasing by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q./R.F.P. number referenced above shall appear on the outside of the sealed envelope or on the FAX cover sheet. A duly executed copy of the signature page of this bid document must accompany your response. The City will not be responsible for and will **not** except late bids due to busy FAX lines, incomplete transmissions or delayed mail delivery or courier services.
- XI. Local Preference - The City of Colton has adopted a local preference program for those bidders located within the City of Colton. A one percent (1%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of the City of Colton and must credit all sales taxes paid resulting from this RFQ/P to that City of Colton location.
- XII. Delivery Terms - All product shall be quoted F.O.B. destination prepay and add freight. Vendor shall provide all information in the area provided below. The City reserves the right to designate the carrier(s). Ship to address:
- XIII. Cancellation of Procurement Process - The procurement process may be cancelled after opening, but prior to award if the City determines that cancellation is in the best interest of the City for reasons (but not limited to) such as: 1) Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFQ/RFB/RFP, 2) the services are no longer required, 3) bid/proposal responses received are at an unreasonable cost, 4) bid/proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith, and 5) the City determines, after analysis of the bids/proposals, that its needs can be satisfied through a less expensive method.

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/RFP.

☒ APPENDIX "A" ☐ Supplier Application ☐ SAMPLES

Proposal Cover Page

BIDDER TO COMPLETE ALL APPLICABLE AREAS

The City of Colton, on behalf of the Information Services Division is seeking competitive proposals from qualified vendors to provide website consulting design, development, and implementation services as detailed in Appendix A.

BID CLOSING DATE: 3/02/10 no later than 2:00 pm.

NO FAXED PROPOSALS WILL BE ACCEPTED

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company
Name

Street Address:

Mailing Address:

City: State: Zip:

Remit to Address:

City State: Zip:

Phone # ()

FAX # ()

Name Title

Signature_____

Please Check: ☐ Minority Owned ☐ Woman Owned

☐ Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of the City of Colton and that all sales taxes generated based on this RFP will be credited to that location.

PROMPT PAYMENT DISCOUNT _____from receipt of good or invoice, which ever is later. (terms less than 20 days will be considered net) Cash discount shall be applied to grand total.

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Sample Professional Service Agreement

APPENDIX A

1. BACKGROUND

The City of Colton has an estimated population of over 51,000, encompasses an area of approximately 17 square miles and operates as a General Law City, governed by the City Council. Colton is located between the Cities of San Bernardino and Riverside, in the middle of the Inland Empire, one of the fastest growing regions in the United States. Colton is a thriving and well-balanced community offering affordable housing, many family support programs, parks and recreation, health services, a quality education system, public safety programs, two community centers, and an aggressive problem solving government.

The City of Colton provides a full range of services to its citizens, including its very own wastewater collection, pumping and treatment system. The City also provides water and electric services to the citizens. The City has four fire stations located throughout the city to provide fire suppression, emergency medical services, technical rescue and disaster preparedness services to the City of Colton. Other services provided by the City are public safety, building and safety regulation and inspection, street lighting and beautification, housing and community development services, maintenance and improvement of streets and related structures, traffic safety maintenance and improvement. The City provides a full range of recreational and cultural programs for citizen participation, including libraries, sports facilities, and community centers.

The City's existing website currently consists of:

1. General City information
2. Separate pages containing specific data for each department
3. Various links to other services provided by both internal and external sources including e-Services
4. GIS technology to both the city staff and citizens
5. A full interactive calendar of events

The City's existing website is hosted and maintained by the City's IS Division, and receives approximately 8,000 views per month.

2. PURPOSE/INTENT

The City of Colton is seeking competitive bids for Website Consulting Design, Development, and Implementation Services from a consultant experienced with providing such services for cities similar in size and complexity.

The City is seeking the services of an experienced website design firm to evaluate, redesign, develop, and implement a new enhanced website. We are looking to re-create and enhance the City's existing website to 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. 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.

The ideal firm must have at least five (5) years of paid experience within the last eight (8) years working with e-government.

The ideal firm must have successfully implemented at least twenty-five (25) consulting engagements with municipalities for website design, development and implementation.

3. SCOPE OF SERVICE

The successful contractor will develop a new website that utilizes multiple technologies to disseminate information to the citizens and business community of the City of Colton. The successful contractor will collaborate with Colton to develop information that will bring all of Colton's varied services and programs together, and communicate them in a seamless and effective manner.

Responding firms are to use their knowledge, resources and creativity in proposing an appropriate direction for Colton's new website.

There are five components to the scope of this RFP. The components are:

- A. Attributes
- B. General and Desired Enhancements
- C. Services to be Provided
- D. Other Requirements and Features
- E. Post Selection Services

A. Attributes

The new website must have the following attributes:

1. A website that is easily accessed and navigated by the general public that emphasizes flexible and available access to the City services, information, departments and business activities.
2. A more unified overall structure and theme with a consistent look and feel that allows each department and/or function to display their uniqueness, while ensuring that users know they are viewing a part of the official City of Colton website.
3. Create a consistent and standardized format and enhanced graphical look for all pages, thereby establishing a unified theme throughout the City's

website, including use of the City's logo. 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.

4. Enhance delivery and awareness of public services and facilitate a clearly accessible process for public inquiry. This should include quick links, facility locator, and FAQs. Improve communication with our citizens through the use of e-mail notification, calendar, news flash and Really Simple Syndication (RSS) feeds.
5. Cross-reference information should be hyper-linked from page to page within the website with the Home Page link always visible.
6. Easily updated, with a Content Management System (CMS). The CMS should include a WYSIWYG online editor, administrative workflow control, automatic content update, an upload feature for photos and documents, convertor to PDF, and content scheduling and logging.
7. Create an overall structure that is conducive to future growth of information, services and functions that is easily maintained by the City's departmental personnel. This should include on-site training for at least twenty-six (26) people to learn the CMS portion of the project. Training should be multiple sessions, (one session for each of the thirteen (13) departments).
8. Ability to incorporate current e-government transactions such as on-line permitting, on-line bill payment, park and facility reservations, class registrations, and have other tools such as interactive forms, staff directory, document center.
9. Create a customer request management system that will allow a citizen to submit concerns. This complaint management system should allow citizens to choose which department to submit the complaint to. The complaint management system will also contain a "general" category that citizens may select if they do not know the appropriate department to send their concerns to.
10. Provide an easy to use interface for large file transfers (FTP).

B. General and Desired Enhancements

1. Develop a beneficial, cost-effective, easy to use, interactive and architecturally sound website that is flexible enough to support the City's internet needs.
2. The City's preferred website model calls for each City department to have some limited ability to perform routine content management related to routine information such as posting of meeting dates, agendas, minutes,

departmental events, removing old outdated information and general noticing.

3. For ease of use, the City's website must provide consistent orientation and navigational aids, such as hierarchical menus that tell users how deep they are into a topic or subtopic, as well as homepage link or icon on each page in the same position.
4. Allow for search capabilities. Use existing Google Mini search engine application.
5. Incorporate existing VeriSign security certificates for users of e-government services and protection against common internet problems.
6. Form Printing and web form creation. 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. Also include the availability to create web forms that can be e-mailed to specific users.
7. Provide digital magazine software, to enable the website to have a digital brochure with page flipping capability.
8. City would like the selected firm to allow the website to be translated from English to Spanish. **Optional item to be selected at City's sole discretion.**
9. Include a video introduction on City's home page and each department's home page. **Optional item to be selected at City's sole discretion.**

C. Services to be Provided

1. 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. The site should be developed to minimize loading times for analog dial-up customers.
2. The site must be designed to function effectively with common versions of software and hardware, which must be identified in your proposal.
3. All documents, including maps and tables, should be in HTML, PDF, or in a format approved by the City to provide ease of viewing, printing and downloading.
4. As per the Americans with Disabilities Act (ADA), 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 ADA accessibility.
5. The site must be rendered in the following browsers – Internet Explorer,

Firefox, Safari, and Google Chrome.

D. Other Requirements and Features

1. Information currently provided on the City's website must be included in the proposal.
2. The proposal should include a comprehensive timeline for each of the deliverables of the website re-design, including meetings with City staff, re-design, development, draft presentation, implementation, and training for selected individual(s) from each department. The proposal should include an estimated summary timeline for completion of each of the deliverables of the project. The proposed timeline should be as realistic as possible since this will be part of the contractual agreement.
3. Graphical files should be relative to the site and images of the City. The graphics should also be optimized to load in 2 to 3 seconds.
4. Provide capability to maintain an archive of existing and past records such as agendas, minutes, press releases, newsletters, etc.

E. Post Selection Services

1. The selected firm's representatives may be required to attend and conduct a presentation at a public meeting for the approval process.
2. The selected firm's representatives will be required to meet with the City's project manager and/or representatives to discuss and plan the project(s) and provide written progress reports as needed.
3. In conjunction with performance under the approved contract, the Contractor may be required to attend additional progress meetings in the event Contractor is not in conformance with the contract. The meetings will be provided at no additional cost to the City.
4. Initial draft website design templates shall be provided to the City within six (6) weeks from the commencement date of the contract for review prior to implementation.
5. A testing period and subsequent acceptance testing period shall be provided, during which the City may evaluate the website on City property to ensure satisfaction with the website functions and verify conformance with specifications.

4. COMPENSATION

The City shall pay the Contractor for services performed and expenses incurred on a deliverable basis. Compensation shall be paid in accordance with a complete and correct invoice submitted to the City by the Contractor within fifteen (15) days from the City's written approval of each deliverable, and the City shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.

5. PERIOD OF PERFORMANCE

The Contractor shall commence work within thirty (30) days after the award of the contract by the City Council. All work performed under the resulting contract should be completed by the Contractor no later than ninety (90) days from the Notice to Proceed.

Other Terms and Conditions

6. INSURANCE

Without limiting or diminishing the Contractor's obligation to indemnify or hold the City harmless, the Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of the Agreement.

6.1 Time for Compliance. The Contractor shall not commence work under the Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, the Contractor shall not allow any subcontractor to commence work on any subcontract until the Contractor has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

6.2 Minimum Requirements. The Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State

of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. The Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

6.3 Professional Liability. The Contractor shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

6.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or the Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City,

its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by the Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

6.5 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

6.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

6.8 Verification of Coverage. The Contractor shall furnish the City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The

City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Include proposal number or contract number on insurance certificate and forward information to:

City of Colton
650 N. La Cadena Drive
Colton, CA 92324
Attention: **Angel Cisneros - RFP# AC-09-001**

7. HOLD HARMLESS/INDEMNIFICATION

The Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of the Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the services, the project or the Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. The Contractor shall defend, at the Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. The Contractor shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

8. INDEPENDENT CONTRACTOR STATUS

The Contractor and its employees and agents shall act at all times in an independent capacity with regard to performance of services or work rendered pursuant to the Agreement; and the Contractor and its employees and agents shall not act as, shall not be, and shall not in any manner be considered to be agents, officers or employees of the City. There shall be no employer-employee relationship between the City and the Contractor; and the Contractor and its employees and agents shall not be entitled to any benefits payable to City employees. The Contractor is responsible for payment and deduction of all employment-related taxes on the Contractor's behalf and for the Contractor's

employees, including but not limited to all federal and state income taxes and withholdings. The City shall not be required to make any deductions from compensation payable to the Contractor for these purposes. The Contractor shall indemnify the City against any and all claims that may be made against the City based upon any contention by a third party that an employer-employee relationship exists by reason of the Agreement; and the Contractor shall indemnify the City for any and all federal or state withholding or retirement payments which the City may be required to make pursuant to federal or state law.

9. CONFLICT OF INTEREST

Bidders/Awarded Contractor will exercise reasonable care and diligence to prevent any actions or conditions that could result in a real, potential, or perceived conflict with the best interest of the City. This obligation will apply to the Bidder's/Awarded Contractor's employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein.

Bidder's/Awarded Contractor's effort will include, but not limited to, establishing precautions to prevent its employees or agents from making, receiving, provide in, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the City.

10. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held to provide the opportunity for prospective respondents to ask questions about the procurement and ensure that all participants receive the same information. City representatives of the RFP team should be present at the conference. The pre-proposal conference will be held on **February 16, at 9:00 a.m.** at City of Colton Council Chambers, located at 650 N. La Cadena Drive, Colton, California, 92324.

11. TIMELINE

1. Release of Request for Proposals	12/14/09
2. Deadline for Submission of Questions Email: acisneros@ci.colton.ca.us	Must be in the form of an e-mail by: 2/08/10 @ 10:00 a.m.
3. Pre-Proposal Conference	2/16/10 @ 9:00 a.m.
4. Final Deadline for Submission of Questions Email: acisneros@ci.colton.ca.us	2/23/10 @ 10:00 a.m.

4. Proposal Submission Deadline	On or before: 3/02/10 @ 2:00 p.m.
5. Award of Contract	TBD

12. PROPOSAL SUBMITTAL

The submitted proposal shall be prepared as a single bound document. **One (1) original, three (3) copies, and one soft copy** (Microsoft Word or MS Excel on virus free CD), shall be submitted to the City of Colton, Purchasing Division as proper response compliance. **Faxed submittals will not be accepted.**

ALL PROPOSALS MUST BE SENT TO: City of Colton - City Clerk's Office
650 N. La Cadena Drive
Colton, CA 92324
Attention: Angel Cisneros
RFP# AC-09-001

13. GENERAL REQUIREMENTS

Procedures for Submitting Proposals

All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposals (RFP) packet and must contain a cover page with a certification of intent to meet the requirements specified.

The cover page of a responsive bid must be signed appropriately and completed with the date, company name, and name and title of a Corporate Officer/Owner authorized to sign on behalf of the company.

City of Colton is not committed to funding or paying any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process. A Proposer's acceptance of this RFP constitutes knowledge and acceptance of all conditions contained in the RFP packet.

Proposals must be typed uniformly on letter size (8½" x 11") sheets of white paper, single sided, each section clearly titled, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying.

Late proposals will not be accepted. Postmarks **will not** be accepted in lieu of this requirement. Proposals submitted to any other City office will be rejected. Faxed or e-mailed proposals **will not** be accepted.

14. REQUIRED FORMAT OF PROPOSALS

Proposals must address the sections in the order indicated below:

- A. Proposal Cover Page**
- B. Table of Contents**
- C. Executive Summary**
- D. Corporate/Agency Profile**
- E. Description of Services**
- F. Cost Proposal**
- G. Timeline**
- H. Credentials/Resumes**
- I. Documentation of Satisfactory Past Performance/References**
- J. Evidence of Insurability/Insurance/Applicable Licenses**
- K. Acceptance of City's Standard Terms and Conditions**

A. Proposal Cover Page

Section A must have a letter of introduction accompanied by the "Proposal Cover Page" (Page 3 of this RFP) that must be signed by an authorized representative of the firm certifying that all statements in the proposal are true and shall constitute a warranty, the falsity of which shall entitle City Purchasing to pursue any remedy authorized by law, which shall include the right, at the option of City Purchasing, of declaring any contract made as a result thereof, to be void. The letter of introduction must contain your firm's name, address, telephone number, principal contact, fax number, and e-mail address.

B. Table of Contents

Section B will be a comprehensive table of contents of material identified by sequential page numbers and by section reference numbers.

C. Executive Summary

Section C will include a concise overview of your proposal. Content is at the discretion of the proposer and is limited to five (5) pages.

D. Corporate/Agency Profile

Section D is designed to establish the proposer as an entity with the ability and experience to successfully implement the project as specified in the RFP. Attachment A must be included as well as the following information:

1. Corporate/Agency Profile

- a. Corporate/Agency hierarchy: provide an outline/flowchart of organizational structure listing departments, number of employees and departmental responsibilities; and
- b. Corporate/Agency overview of services or activities performed.

Proposal should be all encompassing, with a single vendor identified as the "responsible vendor".

E. Description of Services

Section E must include a description of services to be rendered as per Section 3 of this RFP, Scope of Service, including a detailed proposal of the following:

1. General Understanding - Provide a written general understanding to the requirements in the scope of services as detailed in the RFP.
2. Work Plan/Methodology - Provide a work plan/methodology of how the work will be performed by the contractor. A detailed work plan describing your firm's approach to designing, managing and coordinating this project. The description should include all tasks listed in the scope of service for all deliverables of the project.
3. Experience – Describe recent similar projects. These experiences must show the qualifications and capabilities of the proposer to complete the City's project.
4. Sample Home Page - Provide a sample of what your firm envisions as the home page for the City's website.
5. Collection of Information - State how your firm intends to gather all the required information, format preference, and assistance, if any, expected from the City in order to complete this project.

F. Cost Proposal

Section F must provide costs, by each deliverable, for tasks and services identified in Section 3 of this RFP, Scope of Service and completion of Attachment D (Cost Proposal), including Optional Items. The cost proposal must contain the total project cost, as well as detailed "line item deliverables" costs for components of the project.

Proposal shall include all necessary software and hardware, any additional communication requirements, integration needs and potential costs necessary for the City to host and maintain the website (i.e., hardware, software, installation, licensing, and training).

G. Time Line

Section G must provide the time line for the project completion in detail. Time Line must entail a weekly activity report of the scope of work until project completion.

H. Credentials/Resumes

Section H shall include credentials/resumes of the person(s) responsible for administering or providing the services. Describe each person's role and responsibility for the project.

Also include statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including training certifications of professional and non-professional personnel, as applicable. Proposer shall specifically provide the following information on all employees who will be providing services:

- Name, address and phone number;
- Description of education;
- General work experience;
- Experience or education related to the RFP project; and
- Any other information, which will assist in evaluating qualifications.

I. Documentation of Satisfactory Past Performance/References

Section I, Proposer shall submit Attachment B and include present and past performance information for at least twenty-five (25) consulting engagements with municipalities for website design, development, and implementation services. Please make extra copies of Attachment B as necessary to ensure that all 25 consulting engagements are described. Please include, as part of the reference listing, the agency name, URL, phone number and e-mail address of the contact person they worked with for each of the completed projects.

From the list of 25 consulting engagements, provide **five (5) reference letters (must be within the last twelve (12) months) on the referenced company's letterhead. Each reference shall include a current point of contact and a phone number.**

Each reference letter must contain the following information:

- Date of original contract
- End date of contract (if applicable)
- Service rendered
- Reason for cancellation of contract (if applicable)

Present/Past Performance Letters are to be completed by an agency/individual for whom the Proposer has provided a similar service. Responses shall be formulated so that they clearly correlate performance with the requirements of this RFP.

Provide a list of comparable websites, including municipalities and governmental agencies, designed by your firm. Include the website address, company/agency contact person, address, telephone number, and hard copies of the Home Pages. These companies/agencies may be contacted as references.

J. Evidence of Insurability/Insurance/Applicable Licenses

Section J shall contain evidence of all required insurance. Proposer must include with their submission a current Certificate of Insurance or a signed statement indicating that the Proposer understands the insurance requirements and will comply in full if awarded a contract. Respondents shall certify to the possession of any and all current valid licenses in compliance with any and all local, state and federal laws and regulations pertaining to the licensing requirements relative to the intent and requirements set forth in this solicitation.

Do not purchase additional insurance until this bid has been awarded.

- **Vehicle Insurance** - Description including liability limits (required upon award).
- **General Liability** - Description and limits (required upon award).
- **Professional Liability** – Description and limits (required upon award).
- **Workers' Compensation & Employer's Liability** - Description and limits (required upon award).
- All Contractors must include their California sales tax permit number.
- Business license.

K. Acceptance of City's Standard Terms and Conditions

Section K, Proposer must state if it accepts or takes exception to the City of Colton's terms and conditions by including Attachment C with its proposal. Exceptions may render a proposal non-responsive.

15. EVALUATION AND AWARD MATRIX

Proposals will be examined as to whether or not proposers understood and responded in accordance with the following requirements:

- Overall responsiveness and general understanding to the requirements in the Scope of Service as detailed in Section 3 of this RFP.
- Ability to perform the work described within the Scope of Service.
- The quality of the work plan or description of how the work will be performed by the Contractor.
- Contractor's experience in performing the work as described within the Scope of Service.
- Overall cost to the City.
- References with demonstrated success with accounts similar to the Scope of Service.

The City reserves the right to withdraw the Request for Proposals (RFP), to reject a specific proposal for noncompliance within the RFP provisions, or not award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the City.

16. EVALUATION PROCESS

All proposals will be given thorough review. All contacts during the entire RFP process, including the review selection phase, will be through the Information Services Division. Attempts by the vendor to contact any other City representative may result in disqualification of the vendor. **All evaluation material will be considered confidential and not released by the City.**

At the City's sole discretion, up to three (3) highest ranked entities **may** be invited

to an interview/presentation meeting for further evaluation of their qualifications and proposals. Following the review of the proposals, presentations, and interviews, the City **may** further invite a firm(s) to formally meet with City representatives/project team prior to making a final determination to address additional inquiries by the City/Project Team/Evaluation Committee.

Upon selection of a vendor(s), contract negotiations will be started as soon as possible. If a contract for any reason cannot be negotiated, another vendor may be selected. **The City reserves the right to split or make the award that is most advantageous to the City.** The lowest responsive, responsible bid may be subject to further negotiations.

17. INTERPRETATION OF RFP

The proposer must make careful examination of the requirements, specifications, and conditions expressed in the RFP and fully understand the services required. If any proposer planning to submit a proposal finds discrepancies in, or omissions from the RFP or is in doubt as to the true meaning, a written request may be submitted for interpretation or correction thereof, from the Purchasing Manager, prior to submission of the proposal. Such requests must be delivered to the Purchasing Manager **in accordance with the deadline for submission of questions established in Section 11 (Timeline) of this RFP.** The person submitting the request will be responsible for its prompt delivery. Any changes to the RFP will be made only by written addendum, duly issued by the Purchasing Manager, to each vendor to whom the RFP was issued. The City of Colton will not be responsible for any other explanations or interpretations.

18. CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the City intends to enter into a contractual agreement with the selected proposer. Contract discussion and negotiation will follow the award selection. Proposers must be amendable to inclusion, in a contract, of any information provided either herein or in response to this RFP, or developed subsequently during the selection process.

19. EDD REPORTING REQUIREMENTS

In order to comply with child support enforcement requirements of the State of California, the City of Colton may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department (EDD). The selected contractor agrees to furnish the required Contractor data and certifications to the City of Colton within ten (10) days of notification of award of contract when required by the EDD.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of the Contractor to timely submit the data and/or certificates required may result in contract being awarded to another Contractor. In the event a contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within sixty (60) calendar days of notice from the City shall constitute grounds for termination of the contract.

If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under "Employment Development Department," or you may access their Internet site at www.edd.ca.gov.

20. MANDATORY REQUIREMENTS

The City has established certain mandatory requirements which must be included as part of any bid. The use of the terms "shall," "must" or "will" (except to indicate simple futurity) in this RFP indicate a mandatory requirement or condition. The words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a proposal.

21. CANCELLATION OF PROCUREMENT PROCESS

The procurement process may be canceled after opening, but prior to award if the City determines that cancellation is in the best interest of the City for reasons (but not limited to) such as:

1. Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.
2. The services are no longer required.
3. Proposals received are at an unreasonable cost.
4. Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
5. The City determines, after analysis of the proposals, that its needs can be satisfied through a less expensive method.

The City reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all proposals hereunder. All proposals become the property of the City of Colton. All information submitted in the written proposal becomes "public record" as

defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the written proposal, it must be clearly identified, otherwise by submission of the proposal, the offeror agrees that any and all data provided may be released to the public after contract award.

This Request for Proposals does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal or response to this request. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request for Proposals if it is in the best interest of the City.

Attachment A – Corporate/Agency Profile

1.	COMPANY NAME	
2.	COMPANY TELEPHONE NO.	
3.	CONTACT PERSON'S NAME	
4.	TITLE	
5.	TELEPHONE NUMBER	
6.	FAX NUMBER	
7.	MAILING ADDRESS	
8.	LIST NAME AND TITLE OF PERSON(S) AUTHORIZED TO SIGN CONTRACTS	
9.	DOES YOUR FIRM HOLD A BUSINESS LICENSE IN THE CITY OF COLTON?	
10.	NUMBER OF YEARS DOING BUSINESS UNDER PRESENT BUSINESS NAME	
11.	TYPE OF BUSINESS (CHECK ONE)	☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION (under the laws of _____ State)
12.	GROSS ANNUAL SALES IN DOLLARS	
13.	NUMBER OF EMPLOYEES	
14.	LIST LOCATION(S)/ ADDRESS(ES) TO BE USED TO DISTRIBUTE TO THE CITY OF COLTON	

THIS PAGE MUST BE INCLUDED IN YOUR BID RESPONSE.
FAILURE TO SUBMIT THIS FORM MAY RESULT IN THE REJECTION OF YOUR BID RESPONSE.

Attachment B – Recent Contracts/Reference Sheet

Reference 1
CUSTOMER
ADDRESS
CONTACT PERSON
PHONE/FAX NUMBERS
EMAIL ADDRESS
YEARLY CONTRACT AMOUNT
TOTAL NUMBER OF YEARS
PROPOSER SHOULD BE SPECIFIC AND DESCRIBE THE PROGRAM IN DETAIL:

Reference 2
CUSTOMER
ADDRESS
CONTACT PERSON
PHONE/FAX NUMBERS
EMAIL ADDRESS
YEARLY CONTRACT AMOUNT
TOTAL NUMBER OF YEARS
PROPOSER SHOULD BE SPECIFIC AND DESCRIBE THE PROGRAM IN DETAIL:

Attachment B – Recent Contracts/Reference Sheet

Reference 3
CUSTOMER
ADDRESS
CONTACT PERSON
PHONE/FAX NUMBERS
EMAIL ADDRESS
YEARLY CONTRACT AMOUNT
TOTAL NUMBER OF YEARS
PROPOSER SHOULD BE SPECIFIC AND DESCRIBE THE PROGRAM IN DETAIL:

Reference 4
CUSTOMER
ADDRESS
CONTACT PERSON
PHONE/FAX NUMBERS
EMAIL ADDRESS
YEARLY CONTRACT AMOUNT
TOTAL NUMBER OF YEARS
PROPOSER SHOULD BE SPECIFIC AND DESCRIBE THE PROGRAM IN DETAIL:

**THIS PAGE MUST BE INCLUDED IN YOUR BID RESPONSE.
FAILURE TO SUBMIT THIS FORM MAY RESULT IN THE REJECTION OF YOUR BID RESPONSE.**

Attachment C – Acceptance of Standard Terms and Conditions

Proposers should review the City of Colton's Terms and Conditions as contained in the Sample Professional Services Agreement included in this RFP. After a careful review of these terms and conditions, each Proposer must certify one of the following:

- _____ Proposer takes no exceptions to the City of Colton's Terms and Conditions.
- _____ Proposer takes exception(s) to the City of Colton's Terms and Conditions as contained herein. Proposer must state the reason(s) for any exception(s). Any such exception(s) may render your bid response non-responsive and, if so, your bid response may not be considered.

**THIS PAGE MUST BE INCLUDED IN YOUR BID RESPONSE.
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Attachment D – Cost Proposal

Proposers must provide a cost for each deliverable listed below. Such costs shall be all-inclusive, including but not limited to, all materials, equipment, supplies, labor, installation, and services based on the General and Desired Enhancements and the Scope of Work Requirements contained in this RFP.

Deliverable No.	Description	Price	10% Withhold	Deliverable Payment
1	Redesign			
	Form Printing Digital Brochure Document Archive Business / Resource Directory Event Calendar Quick Links RSS Feeds			
2	Incorporating Existing Applications			
3	Content Management System (CMS)			
	Automated PDF Converter Forms Developments Tool Notification System Citizen Complaint Management System			
4	Acceptance Testing			
5	Training			
	Total Cost			

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Attachment D – Cost Proposal Optional Items

Deliverable No.	Description	Price	10% Withhold	Deliverable Payment
6	Website Language Translation from English to Spanish			
7	Video Introduction on City's home page and each department's home page			
	Total Cost for Optional Items			

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