COTTONWOOD HEIGHTS

1265 East Ft. Union Blvd., Suite 250
Cottonwood Heights, UT 84047

Request for Proposals

2010 Website Project

1. **Introduction**. The city of Cottonwood Heights, Utah (the "*City*") desires to update and redesign its website, cottonwoodheights.utah.gov (the "*Website*"). Consequently, the City is requesting proposals from qualified proposers to perform design, licensing and hosting services for the Website, together with all ancillary and additional services as may be reasonably required to accomplish the desired result in a competent, comprehensive and finished manner. Such work and services are collectively referred to herein as the "*Project.*"

The City desires to enter into a contract with a qualified and acceptable consultant (the "*Consultant*") for provision of all labor, supplies and materials necessary to successfully accomplish the Project. As more fully explained below, the selection of a Consultant will be based on the bid received as well as on the City's determination of the bidders' respective expertise, experience, and resources that can compliment the limited resources of the City in successfully accomplishing the Project.

2. **Intent**. Although it is the intent of this Request for Proposals (this "*Request*") to set forth the minimum acceptable requirements for responsive proposals, the scope of work in this Request is not comprehensive and all-inclusive, but rather is an attempt to generally describe the necessary characteristics. A mutually acceptable agreement prepared by the City Attorney will be signed by the City and the selected Consultant detailing the final scope and parameters of the Project, completion timetable, interim reports, deliverables, etc.

3. **Detailed Description of Project**. The Project will include, at minimum, the work and services that are described on the attached exhibit (the "*Exhibit*").

4. **Schedule**. The City anticipates the following schedule for the Project, but reserves the right to modify the schedule:

Event	*Date*
Request for Proposals Issued	9 August 2010
Proposal Deadline	27 Aug., 2010, 2:00 p.m.
Interviews with Proposers	1 Sept.--3 Sept., 2010
Selection of Finalist Proposers by Committee	3 Sept., 2010
Finalist Proposers Interviewed by City Council	7 Sept., 2010

Proposer Selected by City Council	7 Sept., 2010
Signed Consulting Agreement	14 Sept., 2010
Deadline for Completed Project	5 Nov., 2010

5. **Proposal Requirements**. Responses to this Request are required to be submitted to Linda W. Dunlavy, the City Recorder, at the City's address specified above no later than 2:00 p.m. (Mountain Time) on 20 August 2010. Please submit six copies of the response. No late responses will be accepted. Printed materials shall be 8 ½" x 11", portrait format. Charts may be in 8 ½" x 14" landscape style format. Each responsive proposal must include the "Required Attachments" described on the Exhibit as well as the following:

(a) *Price*. The proposed all-inclusive fee for the services contemplated herein, including all costs and expenses. The price must constitute the maximum dollar amount that will be charged to the City for the completed Project, as described herein. The price must also include the estimated cost of future updates to the website in order to keep up with current technological standards and maintain maximum efficiency.

(b) *Firm Qualification and Relevant Experience*. Describe, in sufficient detail, the proposer's qualifications and experience with similar projects. Provide references and contact information concerning such similar projects.

(c) *Project Team*. Identify, in an organizational chart format, the personnel to be assigned to the Project. Submit resumes for key personnel. Include a statement of commitment for non-substitution of key personnel without the City's prior written consent. Describe, in sufficient detail, local and home office support facilities and resources the proposer will provide to complete the Project. Response to this paragraph should emphasize personnel resources, in-house expertise, facilities and services.

(d) *Proposed Approach*. Describe, in sufficient detail, how the proposer plans to satisfy the requirements of the Project.

(e) *Identification of Anticipated Potential Problems*. Identify and describe any potential problems or recommendations with respect to the Project.

(f) *Project Schedule*. Outline the proposer's schedule to complete the Project.

(g) *Actions*. Summarize any disciplinary actions, suits by or against the proposer or related entities during the past three years.

(h) *Clearly Marked*. Proposal must be clearly marked as: "Proposal for Cottonwood Heights City Website."

(i) *Length*. The proposal shall not exceed 15 pages.

All proposals shall become the property of the City. Any proprietary information contained in the proposal must be clearly marked and delineated. The City may release any information

contained in the proposal that is not marked and delineated as proprietary following execution of a contract for services.

6. **Evaluation Criteria and Selection Process**. Proposals submitted in response to this Request will be reviewed and ranked by a selection committee (consisting of the City's Manager, the City's Deputy Manager, and one or more other City staff or officers with IT expertise) on the basis of several factors, including, but not limited to, bid amount, qualifications and relevant experience, project team, proposed approach, project schedule, ability to perform, and references. One or more firms may be invited to interview. The selection committee's recommendations will be forwarded to the city council, which will make the final selection.

7. **Terms of Contract**. The successful applicant will be required to enter into a written agreement with the City to provide the services contemplated herein. The City Attorney's office, working with the selected proposer, will negotiate the agreement. All provisions of the agreement will be in compliance with applicable laws, rules and regulations, and will contain such terms and conditions as the City reasonably may require.

8. **Suspension of Process, Etc**. The City reserves the right to reject any and all responses to this Request, to waive any requirement set forth in this Request, and to accept any proposal deemed to be in the best interest of the City, subject to legal requirements. Response to this Request is at the proposer's sole risk and expense, and the City shall not be liable for any cost associated with preparation by any party of any proposal submitted in response to this Request. Although the City anticipates selecting one of the responding proposers, there is no guaranty that any responding proposer will be selected or that the Project will be commenced or completed. The City also reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of the award.

9. **Special Important Information**. The following information is provided:

(a) *Insurance Coverage*. The provider contract between the successful proposer and the City will require the successful provider to furnish insurance coverage in accordance with the City's standard requirements (attached). Each proposer should thoroughly examine such insurance requirements and be prepared to provide appropriate proof of insurance certificates within five business days after the City's acceptance of its proposal. Failure to meet the insurance requirements may result in cancellation of the bid acceptance.

(b) *Contact Person*. For further information, contact Liane Stillman, the City Manager, at (801) 944-7000.

Cottonwood Heights 2010 Website Project Exhibit A

Website Appearance and Functionality

The city is looking for a designer that can provide a visually appealing, well-organized, and user-friendly website for both residents of the city and city staff. Website menus and functions should be organized logically and be easily navigable by users. The home page should have an overall appearance and rotating series of photos that can be changed according to the web manager's needs (e.g. for holidays, city events, etc.). The website update process should be streamlined so that the website manager can upload data to multiple pages quickly and easily without unnecessary steps (e.g. post the city council agenda to the Minutes/Agendas page and the calendar and send out a notification email in one process).

The City considers the following components to be essential to its website:

- A notification/newsletter system, allowing residents to sign up for email alerts from different city departments and a monthly newsletter.
- A mapping system that allows residents to use interactive maps of the city. User must be able to find addresses, walking and biking trails, etc. (www.provo.org is an example.) Mapping information will be hosted and generated within the city's GIS system.
- An interactive calendar of city events completely supported within the website. The calendar will provide links to other pertinent information on the site such as agendas, minutes, and event information, be visually appealing, and user will be able to choose how to view it (by month, day, list, etc.).
- A user feedback/comment system, such as the current E-better Place system or a comparable replacement.
- Ability to create interactive buttons and logos (e.g. click on the E-better Place logo to register a comment with the city).
- A site search function that provides search results within three seconds. Basic and advanced search options preferred. All searches should include information indexed from within PDF, Microsoft Office Suite, and other standard document formats uploaded to the site.
- Intranet for city employees that can be accessed remotely, but is securely isolated from regular internet users.
- Reliable and secure forms which can be filled in and submitted through the website (e.g. employment applications, licensing applications, etc.).
- Efficient backend file management and cleanup that utilizes user-created folders and tiers. Website manager must be able to choose begin and end dates as well as expiration dates for all information posted on the site. Web manager must be able to easily sort and purge old documents or items that are past their expiration date.
- Ability to easily organize and rotate news articles on the front page of the site.

- A countdown ticker for city events.
- Ability to support links to social networking sites such as Facebook and Twitter. Website manager should be able to update all sites at once. An automated push feature of news items to the city's Facebook wall or as tweets is a plus.
- Site should be compatible with Microsoft Office Suite and PDF documents. Website manager must be able to copy and paste text into the website without formatting problems.
- A multimedia and photo gallery to display photos from city events. The gallery should allow organization of files in folders and groups both on the backend and for the user on the front end.

Technical Requirements

- Hyperlinks will be provided as hard links rather than as database parameters. For example, Public Works should be reached at www.cottonwoodheights.utah.gov/publicworks rather than www.cottonwoodheights.utah.gov/?id=1234. Hard links should be simple for the web manager to create, rename, delete, etc. as needed.
- A full HTML compliant editor should be made available either as part of the hosted solution or separately for managers. The editor shall not have a separate cost from the proposal.
- In case of termination of contract, vendor shall provide a means to export the entire site into an independently supportable CMS file system or other mutually agreeable format that allows the city to access all website data, forms, graphics, and past metrics.
- Uptime reports shall be furnished as part of the proposal. Reports should be monitored by an independent, third-party company for the previous 21 days.
- An architecture description of the server environment shall be provided in textual and graphical representation.
- System shall support MySQL or equivalent on an isolated or virtual server where the city can upload data (crime stats, etc.) and scripts/queries for website publishing with no additional cost to the city.
- System must support PHP5 or latest server version including add-ins like GDDraw, etc.
- Contractor must provide system compatibility for browsers within 3 months of Release To Market for all browsers with at least 10% market share.
- Site must allow independent pages/sub-domains to exist outside the CMS for DNS. For example: an automatically generated page of Police Statistics/Crime Map using data from our internal servers, or the GIS mapping component populated with data from an internal city server.
- System shall provide usage metrics and reports including but not limited to top pages by hit, notification email responses/click-backs, etc.
- Site will allow easy moving of sub-sections. For example, should Planning be transferred or promoted in the City, the Planning sub-section should easily be moved by the web designer without having to contact vendor.

- CMS sub-sections shall have user security capabilities allowing only certain users to edit sub-sections.
- File management tools showing linked documents and unlinked documents/files.
- Site must provide a means for FTP access by web designers.
- FTP will *not* be publicly accessible.
- Provider shall maintain a quarterly SEO report showing placement in top 10 hits for the following terms: Cottonwood Heights
- Provider will migrate existing website to new platform in consultation with the City Web Committee.
- Migration will include all 508 Compliance check as well as ongoing checks.
- Migration will include W3C HTML compliance check as well as ongoing checks.

Required Attachments

- Proposal addressing how vendor will answer each item above
- Pricing sheet to show one-time migration costs, design costs, and continual operating costs (if licensed on a monthly basis, the costs for licensing and hosting must be separate.)
- phpInfo() Output from existing vendor's server
- If using a GNU CMS, the name and version of the CMS
- Examples of site visit and usage metrics reports
- Three (3) government or non-profit organization references including screen shots of existing site.

Insurance Requirements for Parties Contracting with the city of Cottonwood Heights

The contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contracting party=s bid.

A. MINIMUM LIMITS OF INSURANCE.

The contracting party shall maintain limits no less than:

1. *Professional Liability*: $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. *Automobile Liability*: $1,000,000.00 combined single limit per accident for bodily injury and property damage. AAny Auto@ coverage is required.

3. *Worker=s Compensation and Employer=s Liability*: Worker=s compensation limits as required by the Labor Code of the State of Utah and Employer=s Liability limits of $1,000,000.00 per accident, $1,000,000.00 for disease - policy limit, and $1,000,000.00 disease - each employee.

4. *Commercial General Liability*: $2,000,000.00 combined single limit per occurrence for personal injury and property damage; $3,000,000.00 annual aggregate. Broad Form Commercial General Liability is required (ISO 1993 or better). Personal injury, premises-operations, products-completed operation, independent contractors and subcontractors fire legal liability and, when appropriate, coverages for explosion, collapse and underground (XCU) hazards.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles (5% limit), self-insured programs or retentions must be declared to and approved by the city of Cottonwood Heights (the A*City*@). At the option of the City, either: the insurer may be required to reduce or eliminate such deductibles or self-insured retentions as respect to the City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT.

The contracting party shall agree to promptly disclose to the City all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

1. *General Liability and Automobile Liability Coverages.*

(a) The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

(b) The contracting party=s insurance coverage shall be a primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contracting party=s insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(d) The contracting party=s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer=s liability.

2. *Worker=s Compensation and Employer=s Liability Coverage.*

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for the City.

3. *All Coverages.*

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days= prior written notice (from the insurer) by certified mail, return receipt requested, has been given to the City.

E. ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers with a Bests= rating of no less than A:VII, unless approved by the Manager.

F. VERIFICATION OF COVERAGE.

The contracting party shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS.

The contracting party shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

WST\CH\487248.1