



Riverton City
Purchasing Department
12830 South 1700 West
Riverton, UT 84065
801-208-3175

REQUEST FOR PROPOSAL # 201-17

PURPOSE OF REQUEST:

The purpose of this Request for Proposal, hereinafter referred to as RFP, is to enter into a contract with a qualified web designer to furnish services to Riverton City. The company hereinafter may be referred to by the following terms: Company, Firm, Consultant and/or Contractor. Riverton City hereinafter may be referred to as the City.

RESPONSE DATE AND LOCATION:

Offers must be received at the Riverton City Purchasing Office, 12830 South 1700 West, Riverton, Utah 84065 by 2:00 PM on September 21, 2017. The reference number for this RFP is #201-17. Any proposal that is received after this due date and time will be returned unopened to the proposer. All proposals and communications relative to this RFP must bear this number RFP 201-17. If it becomes necessary to revise the RFP in whole or in part, an addendum will be provided to all proposers on record who received the original RFP.

ADMINISTRATIVE GUIDANCE:

The information provided herein is intended to assist proposers in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested proposers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data therefrom. **Proposers are at liberty and are encouraged to expand upon the specification to evidence service capability under any agreement.** Riverton City **will not** be liable for any costs proposers may incur in the preparation or presentation of this proposal.

Proposals of the successful proposer shall be open to public inspection after the announcement of the selection of the successful proposer(s) subject to the limitations of Section 6-3-42(d) of the Riverton City Purchasing Ordinance.

PROPOSAL CONSIDERATION:

The City may award a contract based solely upon the merits of the initial proposal, without an oral commentary by the proposers. In light of this possibility, proposers should present the most favorable price and service available. The City may require demonstrations by a short list of the top two or three proposers with additional revision rounds if necessary. If necessary these demonstrations will be scheduled after the closing date and prior to the award of the contract. The City reserves the right to reject any or all proposals received and to waive any informality or technicality in any proposal in the interest of the City.

TERMS OF CONTRACT:

Any agreement negotiated will be in accordance with requirements set forth in the terms of agreement of this RFP. All provisions of the agreement must be in compliance with established State and Local laws and ordinances of the State of Utah and its political subdivisions.

OBJECTIVE:

To design, develop, purchase and implement an upgraded web solution for recreation program that at a minimum deals with registration and management, client communication, facilities/parks scheduling with secure on line payment features and cash receipting capabilities.

SCOPE OF SERVICES:

The website design/software application is to include, but not limited to the following:

- **Recreation**
 - Online registration
 - Sports League Management
 - Activity Registration with online registration option
 - Email Advertising to previous participants
 - Reports
 - Event management
 - Plug in tasks, etc. Helps build with timetable
 - Scheduler and coordinates with reservations
 - All in same program unlike now
 - Mobile friendly

- **Scheduling**
 - Room/Facility Scheduling
 - Online reservations & payments

- **Current Website Integration**

- Preferred to integrate directly into one of our webpages
- Or, ability for customization and branded design
- **Secure Finance**
 - Credit card processing
 - Full-cash receipting capabilities, including multiple work stations
 - Mobile ability
 - Allow multiple users for cash receipting.
 - Safeguards for internal control of cash handling. Ability to customize security setting to the user.
- **Social Media Sharing**
 - The ability to share on to social media network, (Facebook) that you have just registered for a particular event and that you are excited to participate. This is a great way to build interest in programs and events. This is usually done on the online registration
- **Cloud-based**
 - If cloud based options are pursued, then, it is required that Riverton City will retain an onsite copy of cloud controlled data.
- **Built-in training and ongoing technical support**
 - One year of maintenance and support. Up to 4 hours of content editing and 2 hours of design services per month to be accrued/banked if not used for larger adjustments.
 - Onsite site administration training (one full day of training).

PROPOSAL FORMAT:

Proposals must be concise and in outline format. Please furnish one (1) original copy and one (1) committee member copy of your proposal. The original copy of the RFP may be a hard copy or an electronic copy if responding via email, and the committee member copy is to be an electronic copy only (electronic copies are to be in Adobe Reader Format and not to exceed 5MG). The committee member copy is not to include pricing, do not include anything regarding pricing in the committee member copy; the pricing will be scored by the purchasing department. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections. If they are not, they may be rejected. Each tabbed section must clearly and fully address the subject and be understandable. Failure to do so will negatively impact the evaluation of your submitted RFP. Proposals should not exceed twenty (20) pages, including covers, dividers and resumes.

Tab I. Letter of Transmittal. Complete Attachment 1, “proposal submittal cover sheet.” Include the names, addresses and telephone numbers of others who are authorized to represent the company in dealing with this RFP, and an expression of the proposer’s ability and desire to meet the requirements of

this RFP. Any other information not appropriately contained in the proposal should also be included.

Tab II. Proposed Approach to Project. The proposed approach should constitute the major portion of the RFP and must include the following:

- A. A statement of your understanding of the project.
- B. Provide a detailed description of your proposed design / software application. Descriptions should include how it meets the stated scope of services. Self-guided promotional demonstrations may be submitted.
- C. A tentative schedule for completing the work.
- D. Discuss the options of having the web designer/software provider hosting the site.
- E. In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services and products provided by you that may be related to or helpful to a comprehensive design of the proposed project. If there is a better way for the City to package or define the services that it has requested herein in order to obtain better pricing and/or service by making it easier for the selected consultant, please explain what modifications would be necessary to achieve such better pricing and/or service

Tab III. Qualifications. The qualifications should include the following:

- A. A statement of the experience and qualifications to meet the requirements of the City as outlined herein. Include a general overview and if applicable a history of your company, number of years in business, number of employees, corporate headquarters location, type of business, names of the firm's chief officers (include an organizational chart if possible), and where you do business.
- B. Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. Your proposal should include information on levels of training received by each staff member and detailed descriptions of their involvement with projects of similar or identical scopes.
- C. Detail your experience in HTML, Adobe, PL/SQL, Oracle, Javascript, cascading style sheets (CSS), thin client applications.

- D. Detail your experience in providing these services requested. Provide the customer name and links to their web sites.
- E. Is your company currently involved in arbitration and/or litigation for any reason? If so, please elaborate.
- F. Has your company, or any of your proposed subcontractors, ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.
- G. Identify any of the work that you intend to subcontract to others and identify the proposed subcontractors including names, specific assignments, and the qualifications of the subcontracting firm and its key personnel.
- H. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related or helpful to the services requested herein.

Tab IV. Cost Proposal. Submit a price for the complete design, development and implementation services.

Submit a separate price for hosting web site, if applicable.

Submit a price for annual maintenance, if applicable.

Submit POS/CC transaction fees, if applicable.

Prices stated includes all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.

The City is exempt from sales, use, and federal excise taxes on these products and/or services. Exemption certificates shall be furnished upon request.

Prices stated shall be firm for the full term of this agreement.

Tab V. References. The proposer shall submit five (5) references. If possible, these should be of similar City's or institutions, requiring a similar scope of work. Provide the name of the City, institution or company, phone

number, business address, contact person and a link to their website. .

Tab VI. Insurance. Workmen's Compensation and Employer's Liability Insurance. The Contractor shall comply with the provisions of the Workmen's Compensation Act, and all other legislation, federal and state, applicable to the work described herein, and the Contractor agrees to make all payments, returns and reports required by these acts.

EVALUATION CRITERIA:

The award of the contract shall be based upon the following factors and are listed in order of importance of evaluation.

1. Qualifications / Experience / Proposed Approach – 35%
2. Web Design/Software Application – 35%
3. Proposed Fee – 20%
5. References – 10%

Understandability and comprehensiveness of information supplied in this RFP will affect the evaluation of the above criteria.

PROPRIETARY INFORMATION:

Proposers are required to mark any specific information contained in their proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposals. A declaration must accompany the proposal stating the reasons the information should not be disclosed. Any proposal that is marked confidential in its entirety will be questioned. Pricing and service elements of the successful proposal **will not** be considered proprietary. All materials become the property of Riverton City and may be returned only at the City's option. Proposals submitted may be reviewed and evaluated by any person, not competing proposers, at the discretion of the City.

Please direct any questions concerning this RFP to:

ccalvert@rivertoncity.com

A question and answer sheet will be maintained and provided to all.

ATTACHMENT 1

Proposal Submittal Cover Sheet

RFP No. 201-17

Proposal for Web Design/Software Application for Recreation

TO: Riverton City Corporation
Purchasing Department
12830 South 1700 West
Riverton, Utah 84065

The undersigned, having carefully read and considered the Request for Proposal, does hereby offer to perform such services, as stated in the scope of series, on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

OFFEROR

Company Name: _____

Doing business as: an individual a partnership a corporation a limited liability company (mark appropriate box), duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone () _____ FAX () _____

E:mail Address _____

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. _____ OR Social Security No. _____
(Corporation or Partnership) (individual)

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE
PROPOSAL CONTENT & EVALUATION REQUIREMENTS
LISTED IN TH**

STANDARD CONTRACT TERMS AND CONDITIONS

TERMS OF AGREEMENT

In the event of any conflict between these standard terms and conditions and any other terms and condition included in this agreement, these standard contract terms and conditions, Attachment "A," will govern.

NON-AVAILABILITY OF FUNDS

It is understood that if the department fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of the contract or the lawful order issued in or for any fiscal year during the term of this contract, the contract and all lawful order's issued shall terminate on the date said funds are no longer available without any termination charges or liability incurring to the City. The City shall certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue this amendment. Non-Availability of Funds or failure to receive authorization for the expenditure of sufficient funds as used herein means a level of funding that results in less funding than that which was allocated to department in the immediately preceding fiscal year.

LIABILITY

Any damages occurring from the execution of the contract, incidental or otherwise, to City or private properties must be repaired, at the contractor's expense, to the owner's satisfaction.

INDEMNIFICATION

The consultant agrees to defend, indemnify and hold Riverton City, the City Council, the Mayor, and all employees (collectively the "Indemnities") free and harmless from and against all losses, claims, liens, demands, lawsuits, judgments or liability including but not limited to general liability, automobile, and professional errors and omissions arising out of the negligent acts, errors and omissions, of the consultant in performing the services described including the amount of judgment, penalties, interest, court costs and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of Indemnities). The Consultant further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, and, release, indemnify and hold the City, its officers, agents and employees harmless from liability of any kind or nature, including the consultant use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

Riverton City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

OWNERSHIP OF DOCUMENTS

Riverton owns and may use in any way the City deems necessary all implemented websites, reports, data, documents, electronic media, and all other instruments of professional service, regardless of medium or content, prepared by or on behalf of the designer, firm, company, et al.

DAMAGES

Project must be completed and delivered to the City according to the timelines negotiated and agreed upon.

Timing is of the essence for this project. Designer agrees that the City will suffer damages if completion sequences agreed upon are not met. The Designer will compensate the City in the amount of five hundred dollars and no cents (\$500.00) for each day or part thereof that expires after each completion sequence, for damages, penalties, extra fees or losses that the City may incur due to a late delivery of the required documents. The City shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due to the Consultant. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Consultant, the Consultant shall be liable for such amounts and shall return such excess to the City.

INSURANCE

Riverton City requires the insurance provider to be rated an A- or better or a financial category of VII (7) or Higher as rated by AM Best Ratings.

Workers Compensation insurance, sufficient to cover all employees in the employ during the term of the contract including any renewal thereof must be maintained. Coverage amount should be as required by Utah Workmen's Compensation Laws. All subcontractors are required to also carry workers compensation insurance as specified above. The City will require employees from companies who choose to not carry workers compensation insurance, (three or less employees) to obtain a Workers Compensation Waiver Form from the State of Utah.

Workers Compensation insurance, sufficient to cover all employees in the employ during the term of the contract including any renewal thereof must be maintained. Coverage amount should be as required by Utah Workmen's Compensation Laws.

Professional Liability insurance in the amount of \$1,000,000.00 must be maintained during the term of the contract.

Commercial General Liability insurance in the amount of \$1,000,000.00 per occurrence with an aggregate of \$2,000,000.00.

Commercial Auto insurance in the amount of \$1,000,000.00 per occurrence with an aggregate of \$2,000,000.00. The insurance must apply to hired, not owned and owned vehicles.

Insurance needs to include Project Name with the location and description of the project, and the Project Number and Bid Number (if known). Insurance must name as the certificate holder;

Riverton City, its elected officials, appointed officials, officers, employees and volunteers.

Coverage is for all operation performed by or on behalf of the named insured.

Riverton City will assume no liabilities for the contractor including any of the contractor's representatives, employees or properties. The contractor agrees to, at all times, protect, indemnify, defend and hold harmless the City and city employees from any and all claims.

Contractor shall, at all times, keep the work area in a neat, clean, safe and secure condition to avoid the risk of loss, theft, vandalism or sabotage.

Insurance provided is required to be primary and non-contributory.

Proof of coverage must be provided before work can begin, and agrees to provide proof of insurance upon demand by the City throughout the terms of the contract. The insurance must have a 30 day written cancelation notice. If any of the required insurance coverage is cancelled or lapse, the City may at the City's discretion, obtain substitute coverage at reasonable rates. The City may deduct the cost of such coverage, plus 10% for administrative charges, from any monies that are owing to contractor.

INDEPENDENT CONTRACT

It is understood and agreed by the parties that the consultant is to act in the capacity of an independent contractor and as such will have no authorization, express or implied to bind Riverton City to any agreements. Consultant's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

ASSIGNMENT

The consultant shall not assign this agreement or assign, pledge transfer or otherwise dispose of its interest or this agreement, without the specific consent of the City, and that no such assignment, pledge, mortgage, transfer, or other disposition shall relieve the consultant of its obligations hereunder, nor shall such an assignment of other disposition terminate any such claim or defense which the City may have. Riverton City may assert any claim or defense it may have against the consultant and against any such assignee.

LICENSE

The consultant is properly licensed for the service(s) provided, including a business license. consultant will provide all licenses before work can begin.

WORKFORCE

The consultant agrees to register and participate in a status verification system such as E-Verify, to verify the work eligibility status of the consultant new employees that are employed in the state. The consultant further agrees to have each contractor or subcontractor who works for or under main consultant, certify by affidavit that the contractor or subcontractor has verified through a status verification system the employment status of each new employee of the respective contractor or subcontractor.

STANDARD OF CARE

Consultant services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time consultant's services are performed. Consultant shall, at consultant's sole expense, reperform any services not meeting this standard.

TAXATION

It is understood and agreed that the contractor shall pay and discharge all license fees, assessments, sales, use, property and other tax or taxes lawfully imposed, as indicated in U.C.A.1953 Section 59-12-104.

NOTICES

All notices to be given under this agreement shall be made in writing and mailed to the other party at its address as set forth herein or at such other address as the party may provide in writing from time to time. Such notice shall be mailed, return receipt requested, to the parties as follows:

Consultant _____

NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of Riverton City has or shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer or employee of the consultant or any member of their families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises consultant's operations, or authorizes funding of payments to the consultant.

AFFIDAVITS

At the time of, or prior to, commencing work, the consultant shall submit a sworn affidavit from each officer, employee or agent of the consultant who has been in contact or communicated with any officer, agent, or employee of the City during the past calendar year concerning the provision of these goods and services. The affidavit shall contain the following statement:

"I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, has either directly or indirectly restrained free and competitive bidding by entering into any agreement, participating in any collusion, or otherwise taken any action unauthorized by the governing body of the City, or in violation of applicable law to secure favorable treatment with respect to being awarded this contract."

NON-DISCRIMINATION/AFFIRMATIVE ACTION

The Respondent agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. This agreement may be canceled if the contractor fails to comply with the provisions of these laws and regulations. ***The consultant must include this provision in every subcontract or purchase order relating to purchases by Riverton City to insure that subcontractors and vendors are bound by this provision.***

LAW

This contract shall be governed and constituted in accordance with the laws of the State of Utah.

DEFAULT

If either party fails to perform its obligations, the other party may give written notice specifying the nature of the failure, and requesting the defaulting party to remedy it. If the default is not corrected within thirty (30) days of the notice date, the non-defaulting party may pursue the remedy provided herein, and without waiving that remedy, it may terminate this agreement. If the failure reasonably justifies faster action, the notice may require correction within less than thirty (30) days, and the non-defaulting party may take reasonable action to protect its interest. If the failure is one that reasonably requires more than thirty (30) days to correct, the correction period shall be extended beyond thirty (30) days, so long as the defaulting party promptly commences to correct the default and diligently pursues it to completion.

In the event either party needs to enforce the terms of this agreement by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

ENTIRE AGREEMENT

This Agreement, together with the attachments hereto, contains the entire Agreement between the parties, and supersedes all prior agreements, and oral or written representations with respect to the subject matter hereto, and no statements, promises, or inducements made by either party or agents for either party, that are not contained in this written Agreement, shall be binding or valid. This Agreement may not be enlarged, modified, or altered except in writing, signed and dated by the parties.