



City of Jacksonville Beach

Property and Procurement Division
1460A Shetter Ave., Jacksonville Beach, FL 32250
Tel: 904-247-6229



REQUEST FOR PROPOSALS

RFP Number:	11-1920
RFP Title:	Website Design and Development

Submittal Deadline	
Day:	Wednesday
Date:	October 28, 2020
Time:	2:00 P.M.
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

ANTICIPATED TIME LINE: The **anticipated** schedule for this RFP is as follows:

RFP Advertised	30-September-2020
Deadline to Submit Questions	16-October-2020
Addendum (if necessary) Issued	21-October-2020
Submission Deadline	28-October-2020
RFP Opened	28-October-2020

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SECTION A: OVERVIEW

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1. PURPOSE:

The City of Jacksonville Beach is seeking a complete redesign of its website to enhance the user experience, simplify content management, and provide improved citizen-centric information and customer service to its community, while meeting high standards for design quality and visual appeal. The City of Jacksonville Beach would like to decentralize content management by empowering our staff to easily create and manage website content in each department under the oversight of a central administrator. The new website must be ADA compliant.

Responses will only be considered from firms which are regularly engaged in the business of providing and performing similar services requested in this solicitation, and who have verifiable evidence of a consistent satisfactory record of performance.

2. RFP DUE DATE: **2:00 PM WEDNESDAY OCTOBER 28, 2020**

Subject to the terms and conditions specified in this **Request for Proposals (RFP)**, proposals will be received until **2:00 P.M., Wednesday, October 28, 2020**, then, opened publicly by the Property and Procurement Division, 1460A Shetter Avenue, 1st Floor, Jacksonville Beach, Florida 32250.

3. QUESTIONS AND REQUESTS FOR CLARIFICATION:

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at Purchasing@jaxbchfl.net no later than **Friday, October 16, 2020**. Interpretation will be in the form of an addendum and will be published on the RFP section of the City's website.

4. CONTRACT AWARD:

The City reserves the right to enter into a contract with the selected firm(s) that the City deems to offer the best overall qualifications and experience. In addition, the City Manager, as the City's representative, in his sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City reserves the right to negotiate with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

5. SUBMITTAL REQUIREMENTS:

Submit completed package **one (1)** original plus **three (3)** copies and **one (1)** USB thumb drive in one sealed envelope. Packages received without the requested information or quantities may be rejected.

It is incumbent upon the respondent to ensure that all copies of the proposal package submittals are complete and exact replicas of each other.

Clearly mark the submittal envelope with the RFP number, RFP title and Respondent name.

It is incumbent upon the Respondent to ensure that proposal package submittals are received by the Property and Procurement Division on time. Submissions received after the due date and time will not be considered.

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at Purchasing@jaxbchfl.net no later than **Friday, October 21, 2020**. Interpretation will be in the form of an addendum and will be published on the RFP section of the City's website.

SECTION B: GENERAL PROVISIONS

SECTION B: GENERAL PROVISIONS

1. INSTRUCTIONS TO RESPONDENTS:

- **Technical Provisions** that are **explicit** to this particular **Request for Proposals Number 11-1920** are found in **SECTION C**, which begins on **page 19**.
- **The Minimal Proposal Package shall consist of the following:**

- Form 1:** Proposal Tender Form
- Form 2:** RFP Award Notice
- Form 3:** Required Disclosure
- Form 4:** Drug-Free Workplace Compliance
- Form 5:** Non-Collusion Affidavit
- Form 6:** Non-Bankruptcy Affidavit

All forms must be completely filled out, appropriately executed and submitted as part of the proposal package. These start on **page 31**.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any proposal at the CITY's sole discretion.

2. TERMS AND CONDITIONS:

- A. **General**. It is the purpose and intent of this contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. **Time for CITY Acceptance**. Unless otherwise specified herein, the submitter will allow ninety (90) days from the last date for the receiving of proposals for acceptance of its submittals by the CITY.
- C. **Effective Contract Term Start Date**. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. **Extension of Contract**. If the CITY should advertise for RFP's, the contract resulting from this RFP shall automatically be extended month-to-month past its term end date. This will allow the CITY to receive and assess proposals, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to minimize impact and disruption to customers; and, to maintain safety and health standards.
- E. **Contract Termination**. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
 - 1) The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.
 - 2) The CONTRACTOR fails to perform the work in a timely manner as determined by the

CITY.

- 3) *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.

F. Award.

- 1) The CITY reserves the right to waive informalities, to reject any and all proposals, in whole or in part, and to accept the proposal(s) that in its judgment will best serve the interest of the CITY.
- 2) The CITY specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be itemized separately and no attempt shall be made to tie any item or items together.

G. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

H. Payments. The Contractor shall be paid, upon the submission of invoices in triplicate, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

3. ADDITIONAL INFORMATION:

The information in this RFP package is provided to facilitate responses. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Luis F. Flores, Property and Procurement Officer in the Property and Procurement Division at (904) 247-6229.

4. ADDENDA TO THE RFP:

If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy to each of the Respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFP. However, prior to submittal, it shall be the responsibility of the Respondent to contact the CITY's Property and Procurement Division (904-247-6229) to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFP. Respondents should either acknowledge receipt of such addenda on their submittal, or attach such addenda to their submittal.

5. USE OF PROPOSAL RESPONSE FORMS:

All submittals must include the forms provided in Section F of this package. Failure to comply may preclude consideration of the submission. Supplemental information may be attached to these forms.

6. DEVIATIONS FROM REQUESTED PLAN:

The contract terms and conditions stipulated in this RFP are those required by the CITY. Respondents are required to submit their qualification, which comply with the requested services. Any deviations from the services requested should be clearly noted.

7. CONFLICT WITH SPECIMEN CONTRACTS:

Unless specifically noted to the contrary as a deviation from the RFP, the submission of Respondent's specimen contract with a Respondent's proposal submittal shall not constitute notice of the Respondent's intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of the Respondent's specimen contract shall be deemed to be an offer in at least full compliance with the RFP, and the Respondent expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the RFP. That is, submission of a Respondent's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFP or a broadening of terms and conditions to the benefit of the CITY beyond that required by the RFP.

8. ERRORS IN SUBMITTALS:

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting their qualifications. Failure to do so will be at the Respondent's own risk, and a Respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the Respondents.

9. LEGAL AND REGULATORY COMPLIANCE:

Respondents must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAURIE SCOTT, CITY CLERK, CITY OF JACKSONVILLE BEACH, 11 N. 3RD STREET, JACKSONVILLE BEACH, FLORIDA 32250, OFFICE: (904) 247-6299, email address lscott@jaxbchfl.net.

The CONTACTOR shall comply with public records laws of Florida, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

10. CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE:

The CITY should be given at least a 90-day notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable) N/A

11. WAIVER/REJECTION OF REPOSES:

The CITY reserves the right to waive formalities or informalities in submissions and to reject any or all submittals or portions of submittals, or to accept any submittals or portions of submittals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the Respondent.

12. AUTHORIZED OFFER:

The person submitting the proposal should indicate the extent of authorization by the Company to make a valid offer in the proposal summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the Respondent's firm, that may result in a bound contract upon the CITY's acceptance.

13. EVALUATION OF RESPONSES:

The CITY will evaluate each response based on all the criteria set forth in the RFP. Fees may be requested as part of the response package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

14. PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or

services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017**, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

15. CONFLICT OF INTEREST CERTIFICATE:

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the “Cone of Silence”. This limits and requires documentation of communications between potential proposers and/or proposers on City solicitations, the City’s professional staff, and the City Council members.

Any lobbying by or on behalf of the respondent will result in rejection/disqualification of said proposal. Respondents shall refrain from any contact with City Council members and staff or the Evaluation Committee regarding this proposal.

DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PROPERTY AND PROCUREMENT DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude respondents from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential respondents, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the respondent’s proposal.

16. DISCRIMINATION CLAUSE:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

17. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY:

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to

construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety. The Contractor must employ all possible means to prevent contamination or pollution of air, waterways and soil.

- B. The CITY's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the CITY; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The CITY reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the CITY that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this agreement.

18. INSURANCE REQUIREMENTS:

18. (A) GENERAL INSURANCE PROVISIONS

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

18. (B) PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required

herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor's, and any sub-consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or sub-contractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the Organization.

18. (C) COVERAGE REQUIREMENTS:

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-

Worker's Compensation Coverage is **required**.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage required by law for the benefit of employees.

General Liability Coverage is **required for Contractor and all subcontractors**.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is **required**.

Coverage C, medical payments is **not required**.

Amounts: Bodily Injury: \$1,000,000 each occurrence

	\$1,000,000	Aggregate
Property Damage:	\$1,000,000	each occurrence
	\$1,000,000	aggregate

Products and Completed Operations are **required for Contractor and all subcontractors.**

Amount:	\$1,000,000	aggregate
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Business Auto Liability Coverage is **required for Contractor and all subcontractors.**

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Professional Liability **is required for Contractor and all sub-contractors**

Pollution Liability is **not required** of Contractor and all subcontractors.

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding

insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

18. (D) CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS.

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any sub-contractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the City as “additional insured”.

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful respondent(s)' obligation to fulfill the insurance requirements herein.

19. PERFORMANCE AND PAYMENT BONDS: N/A

Simultaneously with his delivery of the executed contract to the CITY, a respondent, to whom a contract has been awarded, must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms each in an amount of one-hundred percent (100%) of the total amount of the accepted Bid/Proposal, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney-in-Fact or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power-of-Attorney authorizing him to do so.

The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period.

20. BANKRUPTCY:

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been an officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted proposals must include this form executed by the proper representative of the respondent company. (See attached Form 6).

21. NONEXCLUSIVE:

Notwithstanding the contract resulting from this RFP, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFP. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

22. DRUG FREE WORKPLACE COMPLIANCE FORM:

Attached is a Drug Free Workplace Compliance Form. All submitted proposals must include this form executed by the proper representative of your company. (See attached Form 4).

23. WARRANTY:

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful respondent against factory defects and workmanship. At no expense to the City, the successful respondent shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

24. PROTEST:

Any respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

In the event of a timely protest, the City shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

25. FRAUD AND MISREPRESENTATION:

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts

with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

26. OMISSIONS IN SPECIFICATIONS:

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the respondent from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

27. FORCE MAJEURE:

The City and the successful respondent are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the successful respondent shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

28. PROPOSAL AWARD NOTICE FORM:

Attached is a Proposal Award Notice Form. All submitted proposals are to include this form to be notified of the recommendation of award. (**See attached Form 2**).

29. INDEMNIFICATION:

The firm, without exception, shall indemnify and hold harmless the City of Jacksonville Beach, its officers, agents, and employees from any and all liability of any nature and kind including costs and expenses for, or on account of, any copyrighted materials, patented or unpatented invention processes, or article manufactured or used in relation to this RFP. If the firm uses any design, device, or material covered by letters-of-patent or copyright, it is mutually agreed and

understood, without exception, that the fees charged by the firm shall include all royalties or costs arising from the use of such design, device, or material.

30. RFP IS NOT A BID:

This Request for Proposals is not to be considered a bid. The City will evaluate responses based on the criteria set forth in this RFP. The evaluation process is to consider all requested criteria to determine which firm is the most highly qualified to perform the required services.

SECTION C:
TECHNICAL PROVISIONS

SECTION C: TECHNICAL PROVISIONS

1. Background

Jacksonville Beach, found along the “First Coast” of Florida delights residents and visitors with its unique combination of leisure, recreational activities, incredible festivals, miles of gorgeous beach, a wide variety of tasty eateries, and a friendly, welcoming community. Though the population is just under 25,000 – it serves as the playground and leisure destination for the greater Jacksonville metropolitan area.

2. Project Description

The City seeks an experienced company that can accomplish the goals of the City with all the functionality identified in this RFP. The City also seeks a company that has the capability of integrating additional features and functionality that may be identified in the future. The City would like a vendor to provide hosting services for the website in a secure data center. The experienced company should have a team of experts who understand local government to help us achieve our vision – all while providing 24/7/365 support.

3. Required Features

The information below represents required functional capabilities in the selected CMS. It is not all inclusive, other functionality may be recommended or added. The City's new website vendor must be able to provide at a minimum, the components shown.

- **Activities** - Create classes, display class schedules, limit the number of persons that can sign up per class, and email those who have registered for specific classes
- **Alerts & Notifications** - Display alerts prominently on website with notifications sent via email and text messaging to subscribers
- **Document Center** - Store agendas, minutes, newsletters, archives, other documents, and other important media. Upload/download capability for files up to 1GB, back-end ability to search within published and unpublished documents
- **Browser Based Administration** - Update, delete and create content from any device with internet access
- **Calendar** - Update/publish calendars for departments/categories with a main calendar to display all events
- **Content Scheduling** - Set dates for content to automatically publish and expire
- **Departmental Home Pages** - Ability for departments to have dedicated pages within the site that follow the same design as the other interior pages
- **Directories for Staff** - Ability to allow citizens to search for staff department information
- **Document Center** - Upload/download capability for files up to 1GB, back-end ability to search within published and unpublished documents
- **E-Notifications** - Electronic subscription, scheduled notifications for email and SMS
- **Facility Management** - Listings with maps, filtered search, and reservation capability
- **Frequently Asked Questions** - Ability to categorize FAQs by department or page
- **Intranet/Extranet** - Restrict pages by login

- **Levels of Rights/Permissions** - Allow system administrators to establish levels of rights for staff to update/manage/access content based upon roles
- **Live Edit** - Add, edit and move content directly on the front end of the site without the need to utilize or be trained in writing HTML or CSS code
- **Multilingual Support** - Using Google Translate or similar
- **News & Announcements** - Post news releases or updates dynamically to relevant pages based on category
- **Online Forms** - Create unlimited customizable forms, track and export results
- **Online Payments** - Ability to accept secure online transactions
- **Image Center** - Store images in a central location on website
- **Printable Pages** - Print-friendly function
- **Responsive Web Design** - Fully mobile responsive design - site adjusts to the screen size of all devices its being view on, includes forms, calendars, etc.
- **Request Tracking** - Citizens can submit requests with automated workflow to correct individual/department with exportable statistics and reports
- **RFP/RFQ/Bid Posting** - Allow for easy posting of bids to the site
- **Rotating Photos/Banners** - Slideshow capabilities
- **RSS Feeds out** - Registration by Department or Category
- **Sharing Capability** - Links to share content via email and social media on every page
- **Site Search** - Internal site search engine and log of search terms
- **Site Statistics** - Analytics and site audit reports
- **Sitemap & Breadcrumbs** - Automatically generated and updated sitemap and breadcrumbs
- **Social Media Interface** - Display social media feeds
- **Website Visitor Profile** - Visitors can pick and choose the information that automatically becomes fed to their profile upon site login.
- **Unique Department Home Page** - Ability for departments, associated organizations to have a unique separate design and URL
- **Ability for citizens to report concerns** – through a login system and/or anonymously report issues throughout the city
- **ADA Accessibility** – ensure that the site is current with ADA accessibility and requirements now and in the future

4. Optional Features

The features below are not required by the City of Jacksonville Beach at this time, however, please include information and availability of integration in the future.

- **E-Communication platform** - Create unlimited subscriber lists, and communicate over multiple channels – e-mail, text and social media from a single point of access
- **Custom Mobile App** - Citizen-facing mobile app
- **Single Sign-On Integration** - Authentication through Windows Active Directory or similar
- **Video Center** - Live streaming video capabilities

- Future integration for Records Management for public records requests, tracking, searches, invoice payments.
- Survey capabilities to obtain community feedback
- **Agenda Management** - Upload existing, create new, categorize, approve and manage agendas
- Live streaming and agenda linking in real-time.

SECTION D:

EVALUATION AND AWARD PROCEDURES

SECTION D: EVALUATION AND AWARD PROCEDURES

1. EVALUATION CRITERIA

The RFP evaluation will be based on certain objective and subjective considerations listed below.

- A. Experience – 20 Points;
- B. Features, Functionality and Design – 20 Points;
- C. Implementation Plan – 20 Points;
- D. Ongoing Services – 20 Points;
- E. Investment Proposal/Fees – 20 Points

2. EVALUATION PROCESS

The City of Jacksonville Beach will not Award this Contract on a price only basis, but will award based on an evaluation of how well each Respondent meets the evaluation criteria listed herein.

An evaluation committee of qualified City staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information contained in the submittals. The committee will rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee may give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations) and/or site visits to business locations, for clarification purposes only, with the finalists and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City reserves the right to shortlist the Respondents on any or all of the stated criteria. However, the City may determine that shortlisting is not necessary.

Therefore, it is in the best interest of Respondents to provide informative, concise, well-organized technical and business information relative to the work.

The City reserves the right to conduct interviews with some or all of the respondents at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Respondent for the costs associated with the interview process.

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Respondent submitting a proposal.

The City may require visits to customer installations or demonstrations of product by Respondents, as part of the evaluation process.

The City reserves the right, before awarding the contract, to require a Respondent to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City reserves the right to request additional clarifying information and request an oral presentation from any and all Respondents prior to determination of award.

The City reserves the right to award the contract to the Respondent(s) who will best serve the interests of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the response process.

SECTION E:
SUBMITTAL REQUIREMENTS

SECTION E: SUBMITTAL REQUIREMENTS

Format for Proposal

The City of Jacksonville Beach will evaluate vendor experience, qualifications, and capabilities for developing and implementing a new City website. The narrative portion and the materials presented in response to this Request for Proposals should be submitted in the same order as requested and must contain, at a minimum, the following:

Executive Summary – 2 page maximum

- Overview and summary of how your company will assist the City of Jacksonville Beach in achieving the goals outlined in this RFP
- Any differentiators that set your solution apart from your competitors

Company Profile

- Company overview
 - Legal name of company
 - Brief company history, highlighting your experience working with local governments
 - Length of time the company has been in business
 - Number of current employees
- Name, telephone number, and email address for the main point of contact during RFP process

Project Team

- Name and define the different roles in your company's project team
- Explain how your project team will communicate with the City and keep track of the development progress
- List any specific team leaders, including
 - Name and title
 - Description of role
 - Education and experience

One-source vendors are preferred. If utilizing subcontractors for any portion of the project including engineering, design or support, provide key personnel and company information.

Experience

- Public Sector/Municipal References (minimum of three, including information below):
 - Client name
 - Website URL
 - Client contact person and title
 - Phone
 - Email address

Features, Functionality, & Design

At minimum:

- Detail availability of all features and functionality listed in Required Features and Optional Features sections of this RFP.
- Provide a short narrative outlining your company's design process and benefits.

Implementation Plan

- Typical timeline/schedule
- Detailed explanation of all project phases including consultation, design, development, content migration, training, implementation
- What role the City will play in the project

Ongoing Services

- Continuing Service & Support
 - Technical support services - emergency and non-emergency availability
 - Availability of online training manuals and ongoing support
 - Describe product release, enhancement, and upgrade process
- Hosting & Security
 - 99.9% uptime (outside of scheduled maintenance) guaranteed by Service Level Agreement to be supplied upon request
 - Data Center
 - Tier II, managed network infrastructure, on-site power backup and generators, redundant network, 24/7/365 system monitoring, multiple data centers
 - Hosting
 - Automated software updates and security patches, redundant firewall solutions, high performance SAN with N+2 reliability
 - Bandwidth
 - Multiple network providers, burst bandwidth of at least 22Gb/s
 - Disaster Recovery
 - 24/7 emergency support, online status monitor, event notification emails, recovery time objective no greater than eight hours, recovery point objective no greater than 24 hours, preemptive monitoring, geographically redundant backup
 - DDoS Mitigation
 - Demonstrated experience with and continuous compliance with

Florida Public Records law

Investment Proposal

All-inclusive/Lump Sum pricing is required. Pricing should include:

- Development and implementation, including:
 - CMS Software
 - Number of pages for content migration & enhancement
 - Number of days/hours of training – Specify if virtual or on-site.
If on-site, indicate if travel is included or a separate cost
 - Additional included products and/or functionality
- Annual services, including:
 - Hosting & security
 - Maintenance
 - Technical Support
- Cost for future website redesign

Fees

- Total first year cost (combined one-time fees and first year annual fees)
- Annual fees beginning year 2

Separately list any optional project enhancements that you believe will benefit the City's project.

Additional Products Offered (limited to one (1) page)

- Give brief descriptions of other products offered by the company. Do not include marketing brochures, promotional collateral or excessive non-relevant information.

RESPONSE FORMAT

The City requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation.

The RFP shall be signed by the firm's representative who is authorized to contractually bind the firm. All proposal packages are to include the following components:

- Executive Summary – 2 page maximum
- Company Profile
- Project Team
- Experience
- Features, Functionality, & Design
- Implementation Plan
- Ongoing Services
- Investment Proposal
- Additional Products Offered (limited to one (1) page)

FORM 1: Proposal Tender Form

FORM 2: Award Notice Form

FORM 3: Required Disclosure Form

FORM 4: Drug-Free Workplace Compliance Form

FORM 5: Non-Collusion Affidavit

FORM 6: Non-Bankruptcy Affidavit

SECTION F:
SUBMITTAL FORMS

FORM 1

PROPOSAL TENDER FORM (page 2 of 2)

PROPOSAL DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	#	SECTION TITLE
[]	1.	Executive Summary – 2 page maximum
[]	2.	Company Profile
[]	3.	Project Team
[]	4.	Experience
[]	5.	Features, Functionality, & Design
[]	6.	Implementation Plan
[]	7.	Ongoing Services
[]	8.	Investment Proposal
[]	9.	Additional Products Offered (limited to one (1) page)
[]	10.	FORM 1: PROPOSAL TENDER FORM
[]	11.	FORM 2: RFP AWARD NOTICE FORM
[]	12.	FORM 3: REQUIRED DISCLOSURE FORM
[]	13.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM
[]	14.	FORM 5: NON-COLLUSION AFFIDAVIT
[]	15.	FORM 6: NON-BANKRUPTCY AFFIDAVIT

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Proposal Tender Form and/or is required by the RFP and/or Addenda.

ADDENDA RECEIPT VERIFICATION

Respondent shall acknowledge receipt of all addenda, if any, to the RFP, by filling in Addenda Numbers and dates below.

Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____

FORM 2

RFP AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

- 1. Company Name: _____
- 2. Address: _____
- 3. City, State & Zip: _____
- 4. Attention: _____
- 5. Phone: _____ Fax: _____
- 6. E-mail address: _____

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Proposals were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFP No. 11-1920** per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council from the Property and Procurement Officer in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFP, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your proposal.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 4

DRUG-FREE WORKPLACE COMPLIANCE

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

FORM 5

NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says that:

1. He (it) is the _____, of _____ the respondent that has submitted the attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any respondent firm, or person to fix the price or prices in the attached proposal or of any other respondent or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Respondents, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: _____

Sworn and subscribed to before me this _____ day of _____, 20____,
in the State of _____, County of _____.

_____ Notary Public

My Commission Expires: _____

FORM 6

NON-BANKRUPTCY AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____ is an officer and member of the firm of _____, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP #: 11-1920**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

Sworn to before me this _____ day of _____, 20____ by _____.
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here: