### **REQUEST FOR PROPOSALS**

Website Redesign for the Johnson City MTPO



City of Johnson City, Tennessee

RFP 6730

Due Date and Time: January 10, 2024 2:00 p.m. EST

Prepared by
City of Johnson City
Johnson City Metropolitan Transportation Planning Organization

In cooperation with
Tennessee Department of Transportation and Federal Highway Administration

City of Johnson City Purchasing Department 209 Water Street Johnson City, TN 37601 (423) 975-2715

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### 1 Introduction

### 1.1 Purpose and Need

The purpose of this Request for Proposals (RFP) is to solicit responses from qualified firms interested in the respective services, as described herein, for the purposes of redesigning an existing website for the Johnson City Metropolitan Transportation Planning Organization (MTPO). The Johnson City MTPO is looking for an agency who has demonstrated experience with managing complex website projects and expertise with best practices for government websites.

The contractor for this project is encouraged to develop a proposal that meets the needs identified in this solicitation. The contractor will work closely with the Johnson City MTPO staff in the development of the website. The contractor will designate a project manager who will be the primary contact for the Johnson City MTPO.

This project will be funded by federal Consolidated Planning Grant funds (which consists of both Metropolitan Planning (PL) and Metropolitan Planning (5303) funds) through the Tennessee Department of Transportation (TDOT), the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), and will be managed by the Johnson City MTPO for the procurement of a contractor, final scope of work, managing the project, reporting and invoicing.

### 1.2 Existing Conditions to Consider

The Johnson City MTPO website is located at <a href="https://jcmpo.org">https://jcmpo.org</a>. It was first launched in 1997 and has since gone through several redesigns. Our website is used for public outreach of transportation planning and projects in the region. It is important to note that much of the content in the existing website is there for a reason and to comply with federal/state laws and regulations.

The latest redesign was launched in 2018 to include more accessibility features (although it is not in full compliance with the Web Content Accessibility Guideline (WCAG) Website Compliance Standards) and a responsive interface for mobile users. The domain registration and web hosting services are currently provided by GoDaddy using Deluxe Linux Hosting with cPanel. An MTPO staff member uses Adobe Dreamweaver 2021 to update content and then uses FileZilla to post updated webpages and files on the GoDaddy server. We are currently using Google Analytics to gauge website performance, although the transition to Google Analytic 4 was a challenge. Currently, the website is viewed through desktop and mobile devices almost evenly.

The current challenge is making sure the website is accessible to all people and user-friendly for the multitude of devices out there.

## 2 Proposal Instructions, Schedule and Selection Criteria

### 2.1 Proposal Instructions

To be considered, Proposers should furnish a complete response to the RFP using the format provided below. Proposals must be signed by an authorized agent or person to bind the contractor to its provisions.

### 2.1.1 Proposal Format

The proposal package should include the following two separate items:

### 1. Technical Proposal

- a. **Signed** Proposal Agreement Form (Attachment A)
- b. Response to Scope of Work in Section 3
- c. Project Team and their qualifications, along with previous experience
- d. Draft Project Schedule and Milestones
- e. Three (3) References

### 2. Cost Proposal

a. Cost Proposal Form (Attachment B)

### 2.1.2 Proposal Submittal

Proposer can submit electronically per link below or place submittal response in a sealed envelope plainly identified on the outside with vendor name and proposal name and number. If submitting paper copies, submit 4 copies of entire response. Vendor responsible for delivery to Johnson City Purchasing Dept., Debbie Dillon- Director, 209 Water Street, Johnson City, TN 37601 on or before proposal deadline.

### **ELECTRONIC RESPONSES: CLICK HERE**

A list of respondents will be available the following business day at 8:00 a.m. on the Johnson City Purchasing website:

https://www.johnsoncitytn.org/government/departments and divisions/purchasing.php.

Late submittals will not be considered. Telephone, facsimile or emailed offers will not be accepted.

Submittals must be signed by the agent authorized to bind the Proposer to its provisions. Unsigned offers will not be accepted and will be declared non-responsive. Electronic signatures are acceptable.

The contents of any proposal received shall become contractual obligations upon the execution of a contract by authorized representatives of both the City and the Proposer. Failure of the selected proposer to accept these obligations may result in cancellation of the award.

**Proposals are due by 2:00 p.m. EST on Wednesday, January 10, 2024** and shall be received at the following address:

Director of Purchasing 209 Water Street Johnson City, TN 37601

Solicitations will be opened publicly via a web conference and in-person, simultaneously.

### Join Zoom Meeting

RFP# 6730 - WEBSITE REDESIGN FOR THE JOHNSON CITY MTPO VIRTUAL PROPOSAL OPENING

Meeting ID: 825 5648 6284

Passcode: 818818

If you do not have access to a webcam, or you have no audio with your system, you may call this number to join: (646) 518-9085. Any issues accessing the Zoom web meeting, please call (423) 975-2715 for assistance.

### 2.1.3 Questions Regarding the RFQ

For "Request for Clarifications" questions regarding the scope of work, please submit written questions to the Johnson City MTPO staff at <a href="mailto:icmpo@jcmpo.org">icmpo@jcmpo.org</a> with the subject heading of "Request for Clarifications – Website Redesign." All questions should be submitted no later than December 4, 2023 at 3:00 p.m. EDT, which is one week from the RFP issue date. Requests for Clarifications submitted, if any, will be answered and issued as an Addendum by December 8, 2023. **Proposers are to acknowledge and include the addendum in their proposals.** 

### 2.1.4 Addenda

In the event it becomes necessary to revise any part of this RFP, addenda will be provided from the City's Purchasing Department, in writing, to all known Proposers who received the original proposal document. Any verbal communications are not binding. **Proposers are to acknowledge and include any such addenda in their proposal.** 

### 2.1.5 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward and complete description of services, qualifications, costs and associated options to meet city's requirements as outlined in this document. Emphasis should be on completeness and clarity of content. Proposals must include all requested information, responses and samples.

### 2.1.6 Incurring Costs

The City is not liable for any costs incurred by Proposer prior to issuance of a contract.

### 2.1.7 Withdrawal of Proposals

Proposals may be withdrawn upon written request received from Proposer prior to the time fixed for receipt.

### 2.1.8 Proposal Acceptance

Proposals shall be valid for a minimum period of ninety (90) days from the date of receipt by the City.

The contents of any proposal received shall become the contractual obligations upon the execution of a contract by authorized representatives of both the City and the Proposer. Failure of the successful Proposer to accept these obligations may result in cancellation of the award.

The City reserves the right to reject any and all proposals and to waive informalities, irregularities, and technicalities in the proposal process.

The City may negotiate separately with any source in any manner necessary to arrive at a contract agreement that is in the best interest of the City.

### 2.1.9 Negotiations

The City retains the right to make an award based on initial proposals without negotiations. Negotiations may be conducted with all responsible Proposers.

### 2.1.11 Requirements for Bids, Request for Proposals, and Contracts

This Proposal, and any response to it, includes the City's "Requirements for Bids, Requests for Proposals, and Contracts, etc." and the "Bid/Proposal General Terms and Conditions" attached hereto and set forth herein as if verbatim.

### 2.1.12 Payment Terms

Invoices can be submitted to the Johnson City MTPO up to once a month. Invoices must be accompanied by a progress report. Invoices should include a detailed labor schedule that shows the contractor/employee name or ID, dates and hours worked, and the rate per hour. This is to ensure prompt grantee reimbursement for the City from TDOT for grant expenses. Once invoices are received, they are paid within 30 days.

### 2.1.13 Proprietary/Confidential Information

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection, as appropriate, after opening of proposals, in compliance with City Policy & Tennessee statues.

### 2.1.14 Rights and Options of the City of Johnson City

The City reserves the following rights and options:

- Determine those proposers who are most qualified;
- Reject any or all proposals for any reason, waive irregularities in any proposal at its sole
  discretion Reject any or all Proposals, waive irregularities in any Proposal, accept or reject all or
  any part of any Proposal, waive any requirements of the Request, at is sole discretion and as
  may be deemed to be in the best interest of the City;
- extend or otherwise revise the timeline for submittals;
- Supplement, amend, or otherwise modify this RFP;

- Request clarification and/or additional information from Proposers at any point in the procurement process;
- Cancel this RFP with or without the submission of another RFP; and
- Issue additional solicitations for information and proposals, and conduct investigations with respect to the qualifications of each respondent.

### 2.2 Schedule

Table 1 on the following page is intended as a guideline for the required tasks for proposal selection and contract award. Management requirements and other factors may cause certain events to vary somewhat from the original dates; however, in no event shall the deadline for the proposal submittal be changed unless notification via addendum.

### Table 1

### **RFP Schedule of Events**

Notice: The city reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The city will communicate any adjustments to the Schedule of Events following amendment notification procedures.

Event	Time	Date
Purchasing Issues RFP		November 27, 2023
Deadline for Proposers to submit "Questions for Clarification"	3:00 p.m. EST	December 4, 2023
All "Questions for Clarification" answered and Addendum issued (unless no questions are submitted)		December 11, 2023
Proposal Submittal Deadline	2:00 p.m. EST	January 10, 2024
Evaluation Team completes Proposal Evaluations and submits to RFP Coordinator, who calculates proposal and cost scores		January 31, 2024
Final Recommendation for Approval of Contract Award is made to Johnson City Commission		February 15, 2024

### 2.3 Selection Criteria

Once the proposals have been received by the Johnson City Purchasing Department, reviewed for inclusion of required forms, and deeded "ready for evaluation," they will be forwarded to the MTPO RFP Coordinator to start the evaluation process. A numerical score will be given to each proposal. The maximum possible score for any proposal will be 100 points, of which a maximum of 80 points will be available for the technical proposal and a maximum of 20 points will be available for the cost proposal. The City and the Johnson City MTPO reserves the right to narrow down the number of proposals to evaluate, if necessary, due to a large number of proposals submitted and time constraints.

### 2.3.1 Technical Proposal Evaluation

Evaluation Criteria – Merit and Qualification – 80 Points

The Technical Proposals will be evaluated by a "Proposal Evaluation Team" consisting of representatives from the Johnson City MTPO and the City of Johnson City. In the event an evaluation team member is not able to serve due to conflict or availability, an alternate from one of the member agencies will be used. Team members will evaluate the technical proposals individually on the criteria described below in Table 2 and the maximum number of points available for those criteria.

Table 2

Evaluation Criteria	Maximum Points
Understanding of project requirements	10
Previous experience in the development of websites for government agencies	10
Key personnel and qualifications	20
Approach in addressing the "Scope of Work"	20
Quality of previously developed websites	20

### 2.3.2 Cost Proposal Evaluation

Evaluation Criteria – Cost Proposal – 20 Points

The Contractor will develop a lump sum cost for completing the project.

Please note that this is a Request for Proposals and not a bid. In this process the Johnson City MTPO is not bound to take the lowest cost proposal; however, the cost will make up 20 percent of the overall evaluation score. To calculate the score for the cost proposal, the cost of each proposal will be divided by the lowest cost submitted. The RFP Coordinator shall use the proposer's project cost and divide it into the lowest cost of all Cost Proposals. The number will then be multiplied by 20 and rounded to the nearest two decimal places to determine the final Cost Proposal score. For example, Proposer A submits a cost of \$100,000, Proposer B's cost is \$90,000 and Proposer C's cost is \$80,000, which is the lowest cost. Proposer

A's cost score is 14, which is calculated by dividing \$80,000 (lowest cost) by \$100,000 to equal 0.8, which is then multiplied by the maximum number of points, 20. This method is a successful and proven method utilized by the State of Tennessee in evaluating costs, therefore the RFP Coordinator will use this accepted method for calculating the "Cost Proposal Score."

### 2.4 Contract Award Process

Once the final scores are tabulated (technical proposal and cost proposal scores), the RFP Coordinator will forward the results of the proposal evaluation process back to the Proposal Team, who will consider the results and all pertinent information available to make a recommendation about the contract award. The recommendation is then submitted to the Purchasing Department. As part of the final award process, the Legal Department of Johnson City may be required to review the documents before it goes to the City Commission.

The City Commission of the City of Johnson City, acting on behalf of the Johnson City MTPO, will grant final approval for the contract award based on the recommendation of the Proposal Team. The City of Johnson City reserves the right to make an award without further discussion of any proposal.

After the City Commission's award, please note that the Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer. The RFP Coordinator will also make the RFP files available for public inspection after the contract has been awarded.

The selected Proposer must agree to a contract in the form of a Purchase Order issued by the Purchasing Department with the City of Johnson City, which shall include this RFP and the proposal. If Proposer will require a service agreement – include a draft copy for our review.

However, the City reserves the right, at its discretion, to add terms and conditions or to revise contract requirements in the City's best interests subsequent to this RFP process, subject to review by TDOT. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process. The Purchasing Department may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

If the City determines that the selected Proposer is non-responsive, the RFP Coordinator will re-calculate scores for each responsive proposal to determine the new, apparent best-evaluated proposal.

## 2.5 Additional Terms from the Tennessee Department of Transportation and Federal Highway Administration

The Proposer agrees to comply with all State of Tennessee and Federal statutes and regulations, follow applicable State and Federal directives, and comply with the requirements of these clauses as indicated below.

By signing the Proposal Form "Attachment A", the Proposer agrees to and acknowledges their understanding of the Scope of Work and agrees to the following terms and conditions:

### Copyrights

The Tennessee Department of Transportation may copyright any books, publications, or other copyrightable materials developed in the course of this FHWA funded project. The FHWA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

### Conflicts of Interest

The Contractor warrants that no part of the total Contact Amount shall be paid directly or indirectly to an employee or official of the City of Johnson City or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Contract.

### Lobbying

The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

In addition to the State of Tennessee's language for Lobbying, this language from the Code of Federal Regulations is also applicable:

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### Nondiscrimination

Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of discrimination.

#### Public Notice

All notices, informational pamphlets, press releases, research reports, signs and similar notices prepared and released by the City of Johnson City and the contractor in relation to this Contract shall include the statement, "This project is funded under a contract with the State of Tennessee." All notices by the City of Johnson City and the contractor in relation to this Contract shall be approved by the State.

### Records

The City of Johnson City and the Contractor shall maintain documentation for all charges in this Contract. The books, records and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this contract, shall be maintained in accordance with applicable Tennessee Law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The City of Johnson City's and contractor's records shall be subject to audit at any reasonable time and upon reasonable notice by the Tennessee Department of Transportation, the Comptroller of the Treasury, or their duly appointed representatives.

### Suspension and Debarment

The Contractor certifies, to the best of its knowledge and belief, that if its current and future principals, its current and future subcontractors and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgement rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the City of Johnson City if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### Licensure

The Contractor and its employees and all subcontractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

### **Notations and Statements**

All reports, maps, and other documents prepared as a part of this agreement, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page:

This report was prepared in cooperation with the U. S. Department of Transportation, Federal Highway Administration, Federal Transit Administration, and the Tennessee Department of Transportation.

### Termination for Cause

If the Contractor fails to properly perform its obligations under this agreement in a timely or proper manner, or if the Contractor violates any terms of this agreement, the City of Johnson City shall have the right to immediately terminate this agreement by giving written notice and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Johnson City for damages sustained by virtue of any branch of this agreement by the Contractor.

### Termination for Convenience

This Agreement may be terminated by either party by given written notice to the other, at least ten (10) days before the effective date of termination. Should either party exercise this provision, Contractor shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the City of Johnson City be liable to Contractor for any service which has not been rendered. The final decision as to the amount, for the Client is liable, shall be determined by the City of Johnson City. In the event of disagreement, Contractor may file a claim with the Purchasing Director in order to seek redress.

### Use & Ownership of Documents

All documents, including, but not limited to, drawings, specifications, maps and other such instruments of service prepared or obtained under the terms of this Agreement shall be delivered to the City of Johnson City and become the property of the City of Johnson City.

All documents which are prepared by the Contractor and form part of its services, shall, upon completion become the property of the City of Johnson City and shall be delivered to the City of Johnson City. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to the City of Johnson City.

All information owned, possessed or used by Contractor which is communicated to, learned, developed or otherwise acquired by the Contractor in the performance of the services for the City of Johnson City, which is not generally known to the public, shall be confidential and Contractor shall not, beginning on the date of first association or communication between the City of Johnson City and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any such confidential information unless required by law.

### Successors and Assigns

This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns. Contractor shall not assign, sublet, or transfer their interests in this Agreement without the written consent of the City of Johnson City.

### Disputes

It is agreed by both parties that all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by non-binding mediation. This provision can be waived by the mutual consent of the parties, or by either party if its right would be irrevocably prejudiced by a delay in initiating a lawsuit.

### Extent of Agreement

This Agreement constitutes the entire and integrated agreement between the City of Johnson City and Contractor and no other written or oral understanding shall constitute part of this Agreement.

### 3 Scope of Work

The following section identifies the tasks that the Proposer is expected to describe how they will approach each one. The project target date of completion is February 2025.

### 3.1 Summary of Tasks

### Task 1 - Kick-Off Meeting

Kick-Off Meeting with Project Team and Johnson City MTPO Staff. Please note, alternative
meeting formats to in-person meetings will be considered, if needed, due to travel costs,
pandemic, etc.

### Task 2 – Review and Analyze Existing Website

- Evaluate current format;
- Evaluate current hosting;
- Evaluate current content management; and
- Evaluate Google Analytics for current website/page issues.

### Task 3 – Redesign Logo and Color Scheme

- Contractor will propose a redesigned logo and color scheme for the new website; and
- The Johnson City MTPO is a regional organization that represents the cities of Johnson City, Elizabethton, Jonesborough, and Bluff City, along with the counties of Washington, Carter, and Sullivan.

### Task 4 – Design and Build

- Contractor will propose a new format and design for the website to include, but not be limited to, the following items:
  - Complies with WCAG Website Compliance Standards;
  - Design should be responsive and/or adaptive and able to be accessed from a variety of devices and web browsers. The design should automatically detect the screen resolution in order to respond with an optimized view for the user;
  - Design should have a user-friendly content editor for non-technical staff;
  - Design should include a variety of templates, such as home page, content page, calendar, document archive, photo gallery, etc;
  - Cascading Style Sheet (CSS) guide that is integrated into the website or provided directly to the MTPO;
  - o Integration of APIs, such as YouTube, X (Twitter), Facebook, ArcGIS Online, and others that may be used in the future (such as Instagram);
  - Integration of translation services (i.e., Google Translate);
  - Integration of Google Analytics 4 with appropriate tags;
  - Creation of a site map; and
  - Optimization of search engine capability.

### Task 5 – Evaluate Website Hosting

- Evaluate and analyze alternatives to website hosting with GoDaddy, that would be more user friendly for non-technical staff;
- Evaluate if there are better content managers other than Adobe Dreamweaver; and
- Make recommendations for hosting and content editing, if necessary.

### Task 6 – Migrating Content

- The contractor will describe how they will manage the migration of current content on the site to the new site;
- Currently, there are approximately 50 pages maintained, along with about 20 folders with numerous documents.

### Task 7 – Staff Training

 The contractor will provide training for the Johnson City MTPO staff for managing the new website.

### Task 8 – Testing of Redesigned Website

- The Contractor and Johnson City MTPO staff will test a non-public version of the website before it goes live; and
- The Contractor will correct any issues that are found.

### Task 9 – Rollout of Live Website

• The Contractor will assist the Johnson City MTPO staff with the publication of the live website.

### Task 10 – Deliverables

The following is a list of deliverables, at a minimum, that are expected to be provided by the Contractor upon completion of the project. Any and all deliverables become the property of the City of Johnson City and the Johnson City MTPO.

- The Johnson City MTPO anticipates at least three meetings/workshops (in-person or virtually) and other meetings as needed:
  - Kick-Off Meeting;
  - Discussion of Redesign; and
  - Discussion of Findings during Testing of Redesigned Website and Publication of Live Website.
- Monthly updates for city staff;
- Progress Reports submitted with itemized invoices that meet the TDOT standards;
- Training Class with training materials; and
- Final Redesigned Website, with all associated files.

### Optional – Ongoing Support:

The Johnson City MTPO reserves the option of retaining the Contractor to provide technical support if needed to the MTPO for a period of two (2) years after the publication of the redesigned website, at the discretion of the MTPO. Such services, if needed, would be provided as a cost-plus fixed fee at hourly rates through issuance of a work order. It will be up to the MTPO to decide if these services are needed during this timeframe.

### 4 Forms

The following forms must be filled out and submitted with the proposal.

- Attachment A Proposal Agreement Form
- Attachment B Cost Form
- Attachment C Requirements for bids, requests for proposals, and contracts
- Attachment D General Terms and Conditions
- Attachment E Statement of Solicitation Decline

### Attachment A

### **Proposal Agreement Form**

## RFP 6730 Website Redesign for the Johnson City MTPO

The undersigned hereby declares that no person or party other than the undersigned have any interest whatsoever in this proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same product/service and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

The undersigned also declares that they have carefully examined the specifications relating to the service herein referred to, and fully understands the nature of the obligations proposed.

The undersigned agrees to provide the Website Redesign for the Johnson City MTPO according to the City's terms and conditions.

BY:	
	Company
	Name
	Job Title
	Signature
	 Date
ADDRESS:	
TELEPHONE:	
FACSIMILE:	
EMAIL:	

This form must be signed and submitted with Proposal

### Attachment B

### COST PROPOSAL FORM RFP # 6730

Project: Website Redesign for Johnson City MTPO

Proposer Name: \_\_\_\_\_

The proposed cost, detailed below, shall indicascope of work including all services as defined in proposed cost shall remain valid for at least 9 opening and thereafter in accordance with any 1 City of Johnson City. The evaluation of the cost not include this form in the Technical Proposal.	n the Technical Propos O days subsequent to resulting contract betw will be based on the to	al section of this RFP. The the date of the Proposal veen the Proposer and the
Cost Item Description	Estimated Hours	Total Task Cost
Task 1 – Kick Off Meeting		
Task 2 – Review and Analyze Existing Website		
Task 3 – Redesign Logo and Color Scheme		
Task 4 – Design and Build		
Task 5 – Evaluate Website Hosting		
Task 6 – Migrating Content		
Task 7 – Staff Training		
Task 8 – Testing Redesigned Website		
Task 9 – Rollout of Live Website		
Task 10 – Deliverables		
Total Project Hours and Cost		
Cost Proposal Score Calculation The RFP Coordinator shall use the project cost a all costs received. This number will be then m decimal places to determine the final Cost score Final Score for Cost (Maximum Score: 20 points)	ultiplied by 20 and ro	
Signature  This form must be signed and s	submitted in soners	Date

This form must be signed and submitted in separate envelope.

### Attachment C

# REQUIREMENTS FOR BIDS, REQUESTS FOR PROPOSALS, AND CONTRACTS BETWEEN THE CITY OF JOHNSON CITY AND OTHER PARTIES

The City of Johnson City has established the following requirements for use in all bids and contracts between the City and any other person or entity. The following list is mandatory and modifies any bid, contract, or request for proposal, or conditions applicable to, signed by, or let by the City, notwithstanding anything contained in any particular conditions, contract, request for proposal, or bid to the contrary.

In general, the following provisions apply to all such contracts, bids, requests for proposals, contracts requiring bids, and bids containing contracts:

- 1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.
- 2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.
- The City shall not in any event waive or limit any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.
- 4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any

party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.

- 5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.
- 6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.
- 7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.
- 8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.
- 9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion with or

without cause. In the event the City terminates with or without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract with or without cause.

- 10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.
- 11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.
- 12. Unless the City elects otherwise, the City shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder's risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.
- 13. The City shall not waive any rights regarding the loss of use of the City's property.
- 14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the

statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.

- 15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.
- 16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.
- 17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.
- 18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.
- 19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, including but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at

the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.

20. The City, as the owner of real property that is the subject of or in any way connected to any bid, request for proposal, or contract, hereby grants to the successful bidder/proposer/contractor the general management of the real property during the time that work is being performed, and the City agrees to transfer information specified in OSHA regulations at 29 CFR §1926.1203(h)(1), so that TOSHA/OSHA shall treat the successful bidder/proposer/contractor as the host employer when working in confined spaces. This paragraph applies only to those areas where the successful bidder/proposer/contractor has access to and performs work within confined spaces as defined in federal OSHA regulations. The successful bidder shall comply with all federal OSHA and state TOSHA regulations, including those regarding confined spaces.

September, 2017

### Attachment D



### CITY OF JOHNSON CITY, TENNESSEE http://www.johnsoncitytn.org/purchasing

### SEALED SOLICITATION

### **GENERAL TERMS AND CONDITIONS**

Read Carefully - if applicable or unless specifically noted otherwise in the solicitation documents

### 1. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a bid/rfp/rfq does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfps/rfqs, to waive informalities and to accept the bid/rfp/rfg judged to be in the best interest of the City.

### 2. ADDENDA

Addenda will be issued to all known interested parties and posted on the City's website (listed above). All addenda issued shall become part of the solicitation documents. It is the vendor's responsibility to determine and acknowledge all addenda issued for a solicitation. No addendum will be issued less than two (2) working days prior to the solicitation opening as per TCA, Title 12, Chapter 4, Part 1, as amended

#### 3. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City. This includes value engineering with the low bidder if cost is over budget. The City also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts), as may be in our best interest.

### 4. AWARD PERIOD

The City shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties. 5. BID TABULATIONS/RFP/RFQ RESPONSES

Bid tabulations and RFP/RFQ respondent's lists will be posted and available the next business day on our above website. Click on "awarded/opened solicitations"

### 6. BRAND NAMES

By referencing a product or service name as "or approved equal", the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

### 7. CONDITION STANDARDS

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

### 8. CONSTRUCTION DOCUMENTS

If a fee is required for bid documents then only those bidders of record with the issuing office are eligible to bid.

#### 9. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitation, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; (3) collection against the bid and/or performance bond; or (4) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The City reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

### 10. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

### 11. DISCOUNT AND PAYMENT

Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. Partial payment will be allowed only if addressed in the

### 12. EQUAL OPPORTUNITY

It is the policy of the City of Johnson City to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

### 13. EVALUATION

Bids/RFPs/RFQs will be evaluated according to the criteria set forth in the document with the degree of importance determined by the City.

14. EXAMINATION OF BIDS/RFPS/RFQS

Bids and associated documents may be examined at the opening. Only the name of the respondent is read aloud for RFPS/RFQS. All solicitations are closed for review and inspection during the evaluation period, prior to award.

### 15. FOB (FREE-ON-BOARD) POINT

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated City location

### 16. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

### 17. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

### 18. INSURANCE

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the City for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

### 19. IRAN DIVESTMENT ACT

Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Johnson City; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: http://tennessee.gov/generalservices/article/Public-Information-library

### 20. LICENSES, FEES, PERMITS

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Johnson City in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

### 21. MULTIPLE ITEM BIDS

The City will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the City's best interest.

### 22. NON-BOYCOTT OF ISRAEL ACT

Pursuant to the Non-Boycott of Israel Act Tenn. Code Ann. § 12-4-119 requires that contracts of \$250,000+ to suppliers with 10 or more employees must certify that to the best of its knowledge and belief they are not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not during the full term of any award.

### 23. NON-COLLUSION AGREEMENT

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Johnson City, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Johnson City has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

#### 24. PARTS AND SERVICE

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

### 25. PENALTIES

Vendors may be removed from our active vendor system for any of the following:

- Failure to respond to three consecutive solicitations
- Failure to meet delivery requirements
- Failure to furnish items as a result of a solicitation
- Failure to provide service or material as a result of the award
- Offers of gratuities or favors to any City employee

### 26. PRE-BID MEETING ATTENDANCE

If attendance is mandatory then only those firms whose names are listed on the pre-bid attendance roster are eligible to submit a solicitation.

### 27. PRICING

All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

#### 28. PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of, or in support of, bids/proposals will be available for public inspection after award, in compliance with Tennessee Statutes unless the vendor additionally identifies a specific area or scope of data or other materials to be protected and details the reasons protection is necessary.

### 29. PROTEST PROCEDURE

Any protest to the award of a contract by the City of Johnson City shall be submitted in writing to the Director of Purchasing with a copy to the City Manager and delivered not later than seven (7) calendar days from the date of the city's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the City of Johnson City or Cash) submitted to the Purchasing Director before the City will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the City Manager the bond will be retained to cover costs associated with the protest.

### 30. QUESTIONS

Questions must be received by the City at least four (4) working days prior to the scheduled opening. No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing, in the form of an addendum.

### 31. SAFÉTY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA/TOSHA and any related standards thereto.

32. SAMPLES

Samples will be furnished at no charge to the City. They will remain in the Purchasing Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the City. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

### 33. SEALED SOLICITATION OPENINGS

Bids will be read aloud at the specified date and time as stated in the document. RFP's/RFQ'S respondent names will be read aloud. All openings are public meetings. Bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

### 34. SIGNATURE ON BIDS

When submitting a bid, other than electronically, the bid form must contain the full name and address of the company and be signed in lnk by a person authorized to bind that company to a contract. Submission of an electronic solicitation constitutes acceptance of all terms and conditions. Unsigned paper bids will not be considered, read or tabulated. They may not be signed during or after the bid opening, even if a representative is present.

### 35. SUBMITTAL OF SEALED BIDS/RFPS/RFQS

Any forms furnished by the city must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. TELEPHONE, FACSIMILE OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those eligible for online submittal at: <a href="https://vrapp.vendorregistry.com/vendor/Register/Index/johnson-city-tn-vendor-registration">https://vrapp.vendorregistry.com/vendor/Register/Index/johnson-city-tn-vendor-registration</a>. Paper submittals shall be sealed in an envelope. No solicitation received after closing time shall be considered. The official time for paper submittals will be that of the date and time clock in the Purchasing Department. For electronic bids the official time is that posted on the website. Late submittals will not be accepted. The City of Johnson City shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid/rfp response electronically less than one hour prior to the bid/rfp opening time. If not offering a solicitation response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to the opening.

### 36. TAXES

The City is exempt from Federal excise tax, State, and city sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

### 37. TERM OF CONTRACT

Unless otherwise stated, the City reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The City may cancel any contract for cause, or non-appropriation of funds, following written notification of intent.

### 38. WARRANTY

Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

October 18, 2022



# STATEMENT OF SOLICITATION DECLINE City of Johnson City, Tennessee

A ( 1	2150, Johnson City, TN 37605 or via e-mail: purchasing@johnsoncitytn.org
we valu	e your feedback and ask that you complete the following:
Solicita Solicita	tion No.: # tion Name:
We, the eason(	undersigned, decline to submit on the above solicitation for the following s):
	Insufficient time to adequately prepare a response
	Our company does not offer this product or service. Remove us from the vendor list
	Our schedule will not permit us to perform in a timely manner
	We are unable to meet bond requirements
	We are unable to meet insurance requirements
	We are unable to offer comparable product or service
	We are unable to meet specifications (explain below)
	erstand that if this statement is not completed and returned, our company
may be	deleted from the City's solicitation list for this commodity or service.
	Company Name:
	Auuress.
	Signature:
	l elenhone:
	Telephone:  E-mail:  Date: