



Gateway to the Mountain Lakes Region

City of Westminster, South Carolina
Request for Proposals
Website Design, Development and Hosting
Posting Date: January 17, 2023

The City of Westminster, South Carolina is requesting sealed proposals for a firm to provide three services related to its website: (1) hosting the City of Westminster website, (2) maintenance of the existing website located at www.westminstersc.org, and (3) redesign of the site and migration from the existing website to the new site.

Community Description

The City of Westminster, known as the “Gateway to Mountain Lakes Region,” is located along the foothills of the Blue Ridge Mountains in western Oconee County. With a small town feel, Westminster offers people a perfect place to call home and a unique place to visit. Westminster benefits from three highly traveled state highways running directly through the City’s downtown. Westminster’s most recent population count (2020) is 2,353. The city is located within Oconee County, where approximately 70% of the county is rural and half of the land is made up of national forest.

The City of Westminster is located in Oconee County, South Carolina. The City provides municipal services including police, fire, public works, planning and community development, utility services and billing, downtown development, parks, and special events along with various administrative and support functions.

Purpose

The City of Westminster is requesting sealed proposals for a firm to provide three services related to its website: (1) hosting the City of Westminster website, (2) maintenance of the existing website located at www.westminstersc.org, and (3) redesign of the site and migration from the existing website to the new site.

Schedule of Events

January 17, 2023	Release of Invitation to Bid
January 31, 2023	Deadline for written questions to be submitted to westinfo@westminstersc.org
February 3, 2023	Answers to written questions and all addenda posted on website: www.westminstersc.org
March 3, 2023 2:00 PM	Bids due and bid opening. Bids will be accepted until time of opening. No bids will be accepted after the due date and time.
March 7, 2023	Anticipated date of consideration by the Westminster City Council
March 9, 2023	Anticipated issuance of Notice to Proceed and/or contract execution

Questions & Addenda

All questions concerning this proposal must be submitted in writing to westinfo@westminstersc.org no later than 12:00 PM EST on January 31, 2023.

No response to inquiries other than written will be binding upon the City. The City reserves the right to issue written addenda to any inquiries that alter the scope of the Request for Proposal. Addenda shall be posted to the city website www.westminstersc.org, no later than February 3, 2023, 5:00 PM local time. Proposers are advised to check the website for addenda before submitting their bids.

Contract Term

The contract between the City and the contractor shall become effective upon signing and will be eligible for up to three (3) annual renewals. The contract between the City and the selected contractor shall become effective upon signing. The City reserves the right to terminate contract at any time if successful proposer fails to meet requirements stated in this proposal. The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this contract.

SCOPE OF WORK

Responsibilities of contractor:

1. Review, maintain, and update existing City of Westminster website for accuracy, currency, and functionality.
2. Work with staff to create a new design that gives the site a professional, attractive, and contemporary look.
3. Identify the optimum server platform and development language for the new website, considering both functionality and cost.
4. Migrate the current website content to the new design.
5. Integrate one-click social media profile join buttons for the City's social media posts.
6. Provide a web interface that can accommodate individuals with disabilities in accordance with the Americans with Disabilities Act. See www.ada.gov/websites2_prnt.pdf and <https://www.w3.org/WAI/intro/wcag>
7. Maintain documentation of the City of Westminster website.
8. Perform other related duties and responsibilities as required and as time allows.
9. Maintain City of Westminster website security and security updates.
10. The new site must be designed for continuous operation, 24 hours a day, 7 days a week with maintenance windows clearly defined.
11. The City of Westminster will be in charge of content management and will own all content.
12. No web design company indicators will be permitted on the website.
13. The firm must identify a hosting facility outside its institutional technical architecture.
14. Training will be provided for employees who post content.

QUALIFICATIONS PROPOSAL INFORMATION

The Proposer is to provide adequate information that will render it qualified and capable of cost effectively accomplishing the program services. The city's assigned evaluation team will grade and rank each proposal. Since there is no assurance of the Proposer having any other opportunity to communicate its ability, the proposals must negate any ambiguity with respect to the proposer's ability and approach.

Proposers Qualifications: A qualified firm shall have at least five (5) five years of experience providing similar services. Proposers must provide their firms’ number of continuous years in operation. All things being equal, partnerships, subsidiaries, mergers, and similar corporate arrangements, which collectively can satisfy the five (5) year experience requirement will be considered. Moreover, a firm with less than five (5) years’ experience but with a division who independently can satisfy the five (5) year experience requirement will also be considered. It is incumbent on the proposer to clearly explain the relationship between these different entities and the corporation.

Management Philosophy: This part will contain the proposer’s management philosophy in relation to personnel, operations, cost control, and responsiveness to City concerns.

Cost: Provide a detailed breakdown of costs by activity (i.e. website design, development, hosting, etc.) If there are subcomponents to each activity, provide a cost breakdown of each subcomponent.

Implementation Plan: This part will contain the proposer’s detailed implementation plan consisting of specific personnel requirements, schedule, and organization chart to include management structure.

Company Experience: This part will contain the proposer’s particular experience history with other clients providing contact name, address, phone number, fax number, e- mail address, scope of services, and other relevant data as outline in the proposer’s qualification section.

Provide, in this section, a list of projects where the proposer has been terminated, or replaced, on similar projects.

Subcontractors: The Proposer shall provide a list of subcontractors, by name and address, who they intend to use during the life of the contract. If names are not available, then the proposer must list the services to be subcontracted.

EVALUATION AND PROPOSAL SUBMISSION

Proposal Evaluation

The City staff will review all proposals and make their recommendations to the City Council. The staff’s evaluation will be subjective; however, weighting values have been established to minimize the subjectivity. The following values are assigned to each section.

SECTION	WEIGHT
Company Experience/Qualified Personnel	15%
Relevant Work Experience	20%
Cost	45%
Project Approach (including schedule)	20%
Total:	100%

Rejections of Proposal/Cancellation of RFPs

The City reserves the right to reject any submissions, to waive any irregularity or informality in submission, and to accept or reject any item or combination of items, when to do so would be in the best interest of the City. The City reserves the right to cancel this RFP at any time. The City will not be liable for any cost/losses incurred by the contract(s) throughout this process.

Packaging of Proposal

The required completed proposal documents shall be submitted in sealed envelope(s) marked as follows:

WEBSITE DESIGN, DEVELOPMENT, AND HOSTING RFP March 2023 with the Proposer’s business name clearly visible.

City Contact

If you have any questions regarding the terms or conditions contained herein, please contact westinfo@westminstersc.org. All addenda, questions and answers will be posted on the City's website. It is the responsibility of the bidders to check the website for any of this information prior to submitting a bid.

Qualified Vendor

A qualified vendor is defined for this purpose as one who meets, or by the date of bid acceptance can meet all requirements for licensing, insurance and service contained within this request.

Insurance

Company agrees that Company shall keep and maintain general automobile liability insurance in the amount of \$ 1,000,000 per occurrence for each vehicle and \$1,000,000 in aggregate for all vehicles which Company brings onto City property or use in any manner in the provision of services, including transportation to and from the site (s) where the services are rendered; and Company further agrees that Company shall maintain general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$1,000,000 in aggregate for all incidents/occurrence during the policy period; and Company agrees that Company shall maintain Worker's Compensation Insurance on all of the Company's employees. In no event shall Company serve as self-insurer for the purpose of Workers Compensation Insurance. Company also agrees that Company shall provide, in a form acceptable to City, certificates of Worker's Compensation Insurance, Automobile Liability Insurance and General Liability Insurance.

Illegal Immigration Reform Act Compliance

The contractor certifies that the contractor will comply with the requirements of Chapter 14, Title 8 of the South Carolina Code of Laws titled Unauthorized Aliens and Public Employment and agrees to provide to the City of Westminster any documentation required to establish either; (a) the applicability of such law to the contractor, subcontractor, and subcontractor; or (b) the compliance with this law by the contractor and any subcontractors or sub-subcontractors.

Indemnification

Company shall indemnify and hold City harmless from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by City, to the extent arising from Company's or its Contractors' negligent performance of the Services under this Agreement, intentional misconduct, negligent acts or omissions, or breach of any term, covenant, representation or warranty of this Agreement.

Non-Appropriation of Funds

This Agreement shall be subject to the availability and appropriation of funds by the Administrator, and City Council. If the Council does not appropriate the funding needed by the City to make payments under this Agreement for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Agreement.

MWBE Statement

To promote free competition and equal opportunity, the City of Westminster is committed to assisting small, minority-owned and woman-owned businesses in becoming active vendors with the City of Westminster. The City encourages and invites small, woman-, and/or minority-owned businesses located inside and outside the City limits to participate in the City's procurement process. It is the policy of the City to prohibit discrimination

against any person or business in pursuit of procurement opportunities on the basis of race, color, national origin, ancestry, religion, disability, political affiliation or gender.

City Business License

The successful contractor, prior to execution of the contract, must possess or obtain a City of Westminster Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business inside the City Limits. If the contractor is currently doing other business within the City limits of Westminster, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the City limits. Contact the City Business License Office at 864-647-3212 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Westminster.

Local Purchasing

It is the intent of the City of Westminster to promote the use of local businesses and hiring citizens living within Oconee County when possible.

The City may grant preference to local vendors of goods and services.

1. To qualify for a local vendor preference the following requirements must be certified by the vendor:
 - a. The vendor must maintain an office within the legally defined boundaries of the City, the County of Oconee, the County of Anderson, the County of Pickens, the County of Greenville, the County of Abbeville, the County of Laurens, the County of Spartanburg, or the State of South Carolina;
 - b. The vendor must have a majority of full-time employees, chief officers and managers regularly conducting work and business from the office listed in subsection (1)(a) above. If located in the City, the vendor must have held a valid city business license for a consecutive period of at least two years prior to the date of the application for certification. If not located in the City, the vendor must have maintained the eligible office for at least three consecutive years in addition to the qualifications under subsection (1)(a) above; and (c) The vendor must submit a local preference certified application in a format and manner determined by the Procurement Director.
2. Use of the local vendor preferences during the bid evaluation process:
 - a. For comparing bids, a vendor who meets certification criteria established in subsection (1) above and is otherwise a qualified vendor shall qualify for local vendor preference based on the location of the eligible office as follows:
 - i. Eligible office located within the City limits will be entitled to a bid price reduction of seven percent, not to exceed a maximum of \$10,000.00.
 - ii. Eligible office located within the County of Oconee (but not within the City limits) will be entitled to a bid price reduction of five percent, not to exceed a maximum reduction of \$8,000.00.
 - iii. Eligible office located in the County of Anderson, the County of Pickens, the County of Greenville, the County of Abbeville, the County of Laurens, or the County of Spartanburg will be entitled to a bid price reduction by three percent, not to exceed a maximum reduction of \$4,000.00.

- iv. Eligible office located in the State of South Carolina that does not qualify for one of the higher percentage preferences will be entitled to a bid price reduction of two percent, not to exceed a maximum reduction of \$2,500.00.

Instructions to Bidders Purpose: The purpose of this document is to provide to potential bidders general and specific information in submitting a bid to supply the City's needs as listed within.

1.1 Definitions:

A) Bidder/Contractor: This term is used to encompass the party seeking to have an agreement with the City of Westminster. B) City: This term is defined as the City of Westminster, South Carolina. C) Purchase: This term means the agreement to be executed by the City and the successful bidder.

1.2 Bid Preparation: The cost for developing the Bid is the sole responsibility of the contractor. The City will not provide reimbursement for such cost.

A) Each bid constitutes an offer and may not be withdrawn except as provided herein. Bid prices are to remain firm for the period stated in the Bid Request. B) Each bid shall include the name, address, telephone number, fax number and email address of at least three (3) current customers for whom they have provided similar products. These references may be contacted, and if so, their responses will constitute a significant part in the bid evaluation process.

1.3 Bid Submission: two (2) copies of the Bid Response shall be:

A) Submitted in a single sealed envelope with the following information written on the outside of the envelope: * The name of the bidding company; * **WEBSITE DESIGN, DEVELOPMENT, AND HOSTING RFP March 2023**; date and time of bid opening. B) Mailed or delivered to the address shown in the Bid Request for receipt by the City by the stated deadline. C) Bids not received by the time and date specified will not be opened or considered, unless the delay is a result of the City, its agents, or assigns.

1.4 Failure to bid: Any company which does not desire to offer a bid should submit to the City a letter stating a reason for not bidding and whether the bidder desires their company's name be retained or removed from the City's bid list for future solicitations.

1.5 Errors in Bid: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price shall govern.

1.6 Award Criteria: The award may be made to a single bidder who submits the lowest responsible and responsive bid taking into consideration product quality, past performance, and compliance with the stated terms, conditions, and specifications. Proposal criteria is listed in the above section entitled: Proposal evaluation. The City reserves the right to make such decision as it deems to be in its own best interest. The City alone shall make such determination.

1.7 Compliance with laws: The successful bidder shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and comply with all other standards or regulations required by federal, state, county, or City statute, ordinances and rules during the performance of any purchase between the bidder and the City. Any such requirement specifically set forth in any purchase document between the bidder and the City shall be supplementary to this section and not in substitution thereof.

1.8 Local Providers: Contractors submitting proposals should keep in mind the City’s goal of supporting local businesses and supply houses for materials and labor whenever practicable, so long as pricing and other contract conditions are not adversely affected.

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

Company Name: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone Number: _____ Fax Number: _____

Address: _____

Email: _____