



Issue: CONTRACT AWARD FOR REDESIGN OF CITY WEBSITE, DESIGN OF APP

Date: Oct. 13, 2021

Submitted By: Drew Douglas, Director of Communication

Background

The city's current website needs to be redesigned and updated to provide a more user-friendly experience and more modern design. Currently, the city does not offer an app-store app for use by our citizens. In the 5-Year Strategic Plan, under High Performance Government, action plans 10 and 11 state that the city shall "redesign Nixa.com to be more functional, interactive, and user friendly" and that the city shall "design and utilize a city app which is integrated with the website."

In the 2021 budget, we set aside \$50,000 for the cost of redesigning our website.

On June 21st, 2021, the city published a Request for Proposals to provide website, app & related software integrations. The RFP outlined a thorough description of the desired capabilities, features, functions, and software integrations for our future website and app.

The city received five proposals by the deadline. A proposal scoring team made up of myself, City Administrator Jimmy Liles, Finance Director Jennifer Evans, and Assistant City Administrator Doug Colvin read and reviewed each proposal and determined which vendors would be short-listed for interviews and further research. Of the five potential vendors, three were shortlisted for interviews and further research:

- Planeteria Media
- Jesse James Creative
- Granicus

Each of these three proposals had unique capabilities and offerings and did not represent "apples-to-apples" bids in which cost could be compared directly. Each proposal presented pricing for various options and provided supplemental quotes for cost of additional options upon further discussion with the vendors about how best to accomplish all the city's goals.

All department directors were invited to participate in the initial interview meetings with the three vendors, after which, I had follow-up questions and discussions with each of the three vendors.

Analysis

We considered many factors when considering the proposals and sought to understand the full breadth of each vendor's recommended solutions. One of the key items learned through the process is that in order to provide the level of digital city hall experience we seek to deliver to the public, we will need to invest in integrating an ERP software with our website. This will be an additional cost which depends on



a variety of factors and a full scope and cost estimate will not be able to be provided until we first have an ERP system in operation across city departments.

Any of the vendors selected would therefore be restricted in the initial website and app development to providing well-designed presentation of public information content. Later, once an ERP system is in operation across all city departments, we will be able to work with the website vendor to build the appropriate integrations between the website and ERP. Specifically, we hope to eliminate unnecessary paperwork by allowing for digital submission of all forms and for transactions conducted through the website to seamlessly update customer accounts on the back end to reduce paperwork and manual data re-entry by staff. Additionally, integration between the website/app and ERP would allow a user to log-in to a single website account to view information about their Nixa Utilities account, any permit application status, Parks memberships and program registrations, and other City processes (such as dog tags, business licenses, golf cart permits, etc.)

Therefore, knowing that much of our desired functionality would be developed later through the integration with an ERP, we focused our analysis on the capabilities of each proposed Content Management System (CMS). Planeteria Media offered to build us a site using the open-source Wordpress CMS. Jesse James Creative offered to build us a site using their proprietary OrgCentral CMS. Granicus offered to update our current site, which is built on the govAccess CMS.

The total year 1 cost for all proposed solutions for each vendor amounted to:

- Granicus: \$82,250
- Jesse James Creative: \$84,500
- Planeteria Media: \$58,530

The total recurring annual costs for all proposed solutions for each vendor amounted to:

- Granicus: \$55,648
- Jesse James Creative: \$7,950
- Planeteria Media: \$7,980

The total year 1 cost for all available solutions from each vendor amounted to:

- Granicus: \$126,152
- Jesse James Creative: \$122,750
- Planeteria Media: \$74,480

When comparing the design, look, features, usability, and flexibility for displaying content through each CMS, we were ultimately drawn to the idea of using the open-source Wordpress solution. We sought the best quality proposal, and we believe Planeteria offers the most bang for our buck using the Wordpress platform and their capability to create custom code for us as needed.

Recommendation

Staff recommends that council approve the resolution so the city can enter into a contract with Planeteria Media.



This contract specifies benchmark pricing so we will be billed incrementally as the vendor delivers on each stage of the website development.

RESOLUTION NO. 2021-107

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA ACCEPTING THE
PROPOSAL OF PLANETERIA, FOR SERVICES RELATED TO THE CITY'S
WEBSITE AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
CONTRACT FOR SAME.**

WHEREAS City staff, pursuant to the City's adopted purchasing procedures (Resolution 2019-113), as amended, have solicited proposals from qualified firms for services related to the City's website ("Project"); and

WHEREAS after reviewing all submitted proposals, City staff has determined that Planeteria ("Contractor") provided the best proposal for the Project; and

WHEREAS City Council desires to award the Contract for the Project to the Contractor and to authorize the City Administrator to execute the Contract attached hereto as "Resolution Exhibit A."

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: City Council hereby accepts the proposal of the Contractor for the Project. The City Administrator, or designee, is hereby authorized to enter into a contract with the Contractor. Said contract to be in substantially similar form as the document attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A." The City Administrator is further authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 2: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of page intentionally left blank. Signatures follow on next page.]

RESOLUTION NO. 2021-107

ADOPTED BY THE CITY COUNCIL THIS 25TH DAY OF OCTOBER 2021.

ATTEST:

CITY CLERK

PRESIDING OFFICER

APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2021.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Agreement") by and between Planeteria Media, a Website design & development ("Contractor") and the City of Nixa, a Constitutional Charter City of the State of Missouri ("City"), is made and entered into upon the date of execution of the Agreement by all parties.

WHEREAS City issued a Request for Proposals (RFP # RFP-037-2021/ADMIN) for professional services related to providing certain services to the City; and

WHEREAS Contractor has submitted a proposal in response to said RFP; and

WHEREAS after due consideration, the City has accepted the proposal of the Contractor; and

WHEREAS City and Contractor desire to enter into this Agreement whereby the Contractor shall undertake the performance of the services contemplated herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth, the City and the Contractor hereby agree as follows:

1) Contract Documents. This Agreement shall consist of the following documents, attachments, and exhibits:

- a. This Executed Agreement;
- b. RFP # RFP-037-2021/ADMIN, and any addenda (Exhibit A);
- c. Contractor's Schedule of Fees (Exhibit B);

The Agreement shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provision contained in RFP # RFP-037-2021/ADMIN shall control, followed by the Executed Agreement, then the Contractor's Schedule of Fees.

2) Term. The term of this Agreement shall be five years, beginning on the date of execution by both parties.

3) Scope of Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in Exhibit A with the standard of care, skill, and expertise ordinarily used by other members of Contractor's profession in performing similar services.

Contractor represents and warrants that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of the Contractor's profession.

Contractor shall provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the services which are particularly described as set forth in RFP #

_____ (the "Services").

All Services shall be performed and provided in conformance with all applicable policies of the City, and all applicable federal and state laws and regulations.

The City, upon agreement of the Contractor may add Services to the Scope of Services. Such added Services shall be evidence by a written instrument signed by both parties. The City may delete items from the Scope of Services at any time and at the sole discretion of the City.

4) Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of this Agreement such amounts as are set forth in the Contractor's Schedule of Fees, said Schedule being attached hereto and incorporated by this reference as "**Exhibit B.**"

5) Time and Manner of Payments. All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty days of receipt of an invoice received after satisfactory performance of the Services. All invoices MUST HAVE an approved Purchase Order number. Invoices received without a Purchase Order number listed will delay payment. Payment Terms are net 30 days. Remit Address is City of Nixa, Accounts Payable, PO Box 395, Nixa, MO 65714.

6) Attorney Fees' and Costs. The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity, or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

7) Other Representations, Warranties, and Other Covenants by the Contractor. The Contractor represents and warrants that the Contractor has been engaged in such work as is required for the Services and has provided Services such as the ones to be performed under this Agreement to other municipalities or private enterprises and that the Contractor has sufficient expertise, knowledge, information and data, and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer.

8) Amendment; Waiver. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

9) Contractor's Liability Insurance. The Contractor shall obtain and maintain during the term of this Agreement the insurance coverage's not less than the individual and combined sovereign immunity limits established by Section 537.610 RSMo., as said section may be amended. Insurance policies providing the required coverages shall be with companies licensed to do business in the State of Missouri. All costs of obtaining and maintaining insurance coverages shall be borne by the Contractor.

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for the term of this Agreement.

Policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished to the City prior to Contractor commencing the Services. The certificates must list the City as an additional insured on a primary and non-contributory basis. Certificate Holder shall be listed as "City of Nixa, 715 W. Mt. Vernon, PO Box 395, Nixa MO 65714". The certificate shall bear an endorsement precluding cancellation of or change in coverage without at least thirty days written notice to the City.

10) Termination.

- a. Termination for breach.** Failure of the Contractor to fulfill any of Contractor's obligations under this Agreement in a timely and satisfactory manner shall constitute breach of this Agreement. The City shall thereupon have the right to immediately terminate this Agreement. The City shall give written notice of the termination to the Contractor. In the event of termination for breach, all finished or unfinished websites, mobile device applications, software applications, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor related to this Agreement shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any such breach of the Agreement by Contractor.
- b. Termination for Convenience.** The City shall have the right at any time upon 15 days written notice to Contractor to terminate and cancel this Agreement, without cause, for the convenience of the City, and Contractor shall immediately stop upon issuance of such notice. In such event, City shall not be liable to Contractor except for the payment for actual work performed prior to such notice.

11) Notices. Any notice required to be provided under this Agreement shall be sent via U.S. Mail or via e-mail. Notices shall be effective when received at the address as specified below. All such notices shall be sent to each party at the address below, or to such other address as designated by such party, in writing:

IF TO THE CITY: City of Nixa
 ATTN: Stephanie Ewing, Purchasing Manager
 PO Box 395
 Nixa, MO 65714
 E-mail: _____

IF TO CONTRACTOR: Name & Title: Tyler Coffin
 Company Legal Name: Planeteria Media
 Address: 110 Stony Point Rd #225, Santa Rosa, CA 95401
 Email: tyler@planeteria.com

12) Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

Independent Contractor. Contractor shall be and operate as an independent contractor in the performance of this Agreement. The Contractor shall have complete charge of the personnel

engaged in the performance of the Services, and all persons employed by the Contractor shall be employees of the Contractor and shall not be deemed employees of the City in any respect.

13) Compliance with Laws. Contractor shall comply with all applicable City Ordinances and all other applicable laws and regulations, whether State or Federal, including without limitation, unemployment and workers' compensation, occupational safety, equal employment, and wage and price laws, insofar as applicable to the performance of this Agreement.

14) Subcontracts and Assignment. The Contractor shall not subcontract or assign any of the Services to be performed by it hereunder without the express written consent of the City. In the event Contractor utilizes a subcontractor, the Contractor shall ensure that any agreement between Contractor and such subcontractor complies with all requirements imposed for such agreement by federal, state, and local law.

15) Indemnification.

In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this Agreement, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this Agreement to Contractor.

Firm shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its Contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency

including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

16) Nondisclosure and Confidentiality. The Contractor agrees that it will preserve the confidentiality of all City data and account information and will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

17) Multi-year contracts and Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement shall terminate at the end of the then current fiscal year as if terminated expressly and mutually by both parties. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

18) Accounting. During the term of this Agreement, the Contractor shall maintain books and accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

19) Other Contractors. Nothing in this Agreement shall be construed as prohibiting the City from contracting with other Contractors to provide any of the Services provided for herein.

20) Work Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. The Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product. Upon termination of this Agreement, the Contractor shall promptly deliver to City any documents, and work product, whether printed or electronic.

21) Compliance with Immigration Statutes. Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Contractor shall also sign an Affidavit of Participation in Federal Work Authorization Program affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Services. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 RSMo.

22) Governing Law and Jurisdiction. This Agreement and every question arising hereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in Christian County, Missouri.

23) Discrimination. Contractor agrees that, in the performance of this Agreement, not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

Contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

Contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

24) Entire Agreement. This Agreement, including the Exhibit A, and Exhibit B, shall constitute the entire Agreement between the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing and specifically referring hereto.

25) City's Representative. The City Administrator is hereby designated as the City's authorized representative for purposes of this Agreement. The City Administrator is charged with providing any approvals and exercising any rights of the City under this Agreement, including the approval of any renewal terms contemplated herein.

(Remainder of page intentionally blank. Signature page to follow.)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CONTRACTOR:

Tyler Coffin
Signature.

Tyler Coffin
Printed Name.

Sales & Bussiness Development Director
Title

10/14/2021
Date.

ATTEST:

Victoria Kovatch
Signature.

Victoria Kovatch
Name.

Sales & Marketing Analyst
Title.

10/14/2021
Date

CITY OF NIXA, MISSOURI

Jimmy Liles, City Administrator

Approved as to form:

Nick Woodman, City Attorney

CERTIFICATE OF FINANCIAL OFFICER

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

EXHIBIT A

**REQUEST FOR PROPOSALS (RFP) TO PROVIDE WEBSITE, APP, & RELATED
SOFTWARE INTEGRATIONS**

RFP #: RFP-037-2021/ADMIN

OWNER: City of Nixa

CONTACT: Stephanie Ewing, Purchasing Manager

PHONE: 417-449-0555

SERVICE: Website, App, & Related Software Integrations

ISSUE DATE: June 21, 2021

DELIVERY ADDRESS: Nixa Public Works
Stephanie Ewing 1111 W. Kathryn
Nixa, MO 65714

BID OPENING DATE: July 14, 2021 @ 10:00 AM CDT

SUBMITTING A PROPOSAL: A vendor submitting a Proposal as part of this Request for Proposal ("RFP") shall follow the instructions below. Failure to adhere to these instructions may lead to rejection of Proposal.

Proposals must be submitted in a sealed container box, envelope, etc., addressed in the following manner:

Middle of Envelope: City of Nixa Purchasing
Attn: Stephanie Ewing
1111 W. Kathryn
P.O. Box 395
Nixa, MO 65714

Bottom Right Envelope: RFP-037-2021/ADMIN
July 14, 2021 @10:00AM

Vendor must submit one (1) original, bound copy and one (1) electronic copy signed in ink by a person authorized to bind company in agreements.

All proposals, whether mailed or hand delivered, must be received at the above address no later than July 14, 2021 @ 10:00 AM (local time). Method of delivery is at the sole discretion and risk of the vendor. Vendors mailing their proposals should allow sufficient time to ensure receipt of their proposal by the date and time specified

(RFP REQUIREMENTS CONTINUE ON NEXT PAGE.)

RFP REQUIREMENTS.

- 1. SUMMARY.** The City of Nixa, Missouri is seeking proposals from qualified firms to provide solutions for updating our website (Nixa.com), launching an app, and integrating various software programs with the website and app. We are seeking the aid of an experienced vendor who specializes in partnering with local governments to enhance their online and digital capabilities.

1.1. Project Vision. The City's vision is for our website and app to set a standard for government efficiency, user-friendly interface, streamlined digital government processes, and proactive communication with the public. We want to raise the bar for high-performance local government. Our redesigned website and our new app should be designed to meet our needs for at least 5 years.

1.2. Background

The City of Nixa serves a population approaching 25,000 with 150 full time employees. We are located in Southwest Missouri on the Highway 160 corridor between Springfield and Branson. Our community is growing quickly, and our citizens expect us to provide high-quality digital services. We need to minimize required paperwork and time spent at city offices to accomplish government processes.

Once a contract is awarded, our Communications Director, Drew Douglas, will be the main point of contact for this project: ddouglas@nixa.com. However, during the RFP process, all questions about this RFP should be submitted to our purchasing department per Section 3: "Interpretation to Respondent" of this RFP.

Mr. Douglas is consulting with all department directors to understand our organizations' desired capabilities, functions, content features, and necessary integrations for the next iteration of our website. He has created design concepts for the website and app and is building a plan for re-organizing our digital content.

The design concept renderings are attached as Attachment B, but we are open to your design recommendations and seek to collaborate to develop the best possible visual design and user experience for both our website and app. Our communications department plans to lead the effort in updating, rewriting, and rearranging content for the next iteration of our website and app. They are already building a content map and checklists to streamline the transition and build-out of content on our redesigned website.

1.3. About our Current Website, App, and Software Integrations

Our current website (Nixa.com) is provided by Granicus, through a Vision CMS product implemented in 2015. The City of Nixa does not currently offer a mobile app for our citizens to use.

The City of Nixa would like to improve software integrations with Nixa.com. We see much room for improvement across multiple systems regarding potential efficiencies of workflow for our staff and ease of customer experience when using our website to accomplish various tasks which require interaction with various departments of our municipal government.

Our Parks Department currently uses a separate website (NixaParks.com) provided by

RecTrack (Vermont Systems) which integrates seamlessly with their parks management software. Our Parks Director is satisfied with their current product, but we are open to the possibility of consolidating the parks website into the city website if functionalities would be equivalent or improved. If we decide not to consolidate NixaParks.com into Nixa.com, we would continue linking to NixaParks.com from Nixa.com.

1.4. Project Goals:

- 1.4.1.** To implement a unified system or set of systems from one or more vendors who work cohesively as a team to provide and maintain processes and user experiences which are seamless for both city staff and members of the public.
- 1.4.2.** We want to maximize efficiency of workflows for our staff across all departments.
- 1.4.3.** We want to meet current and future security and accessibility standards.
- 1.4.4.** We want to make it easier to track financial transactions and keep customer accounts up-to-the-minute across multiple departments.
- 1.4.5.** We want to reduce or eliminate paperwork for our customers.
- 1.4.6.** We want to reduce the need for customers to log-in to multiple accounts and remember multiple passwords to view information about their city accounts, purchases, transaction history, and processes they or their business is engaged in with the city.
- 1.4.7.** We want to make the Nixa.com website easier to navigate for all users, regardless of tech/web literacy. We want a responsive design which is visually welcoming and not overwhelming or confusing to users.
- 1.4.8.** We want Nixa.com to become a true one-stop-shop for all users. Where a warehouse of information and interactive features meets quick and easy workflows to get stuff done.
- 1.4.9.** We want to launch an app which provides all the same workflows and interactive features offered through our website, without having to wade through the warehouse of information to get to the calls-to-action.
- 1.4.10.** We want a single app for all our citizens/customers to use which provides functionalities from all our departments. We do not want multiple apps as we believe this would cause confusion for users.
- 1.4.11.** We want to be able to proactively communicate with our citizens based on their preferred communications methods regarding emergency alerts and the categories of non-emergency alerts they opt-in to.
- 1.4.12.** We want to be able to automate certain communications using a variety of triggers including geo-fencing, responsiveness to requests, and updates regarding processes they initiated with us.

- 1.4.13. We want to be able to have two-way communications with customers through the website and app.

2. SCOPE OF WORK.

2.1. Primary Desired Capabilities – Features and Functions

2.1.1. Tech support and training for website and app

- 2.1.1.1. 24/7/365 highly responsive US-based live website support available via chat, email, and phone.
- 2.1.1.2. In-depth CMS training for all our staff users prior to site launch.
- 2.1.1.3. In-depth CMS training available as needed in the future for a limited number of new hires in certain key roles who we determine need to be primary CMS users (such as a new webmaster or director of communications).
- 2.1.1.4. Available online training and tech support manuals.
- 2.1.1.5. Account support to elevate technical support issues as needed.
- 2.1.1.6. Support must be provided for a minimum of 5 years in the initial contract for the website so that we can be sure that the team who builds our website can still support us in the future.

2.1.2. Website easily accessible on popular mobile and desktop devices.

- 2.1.2.1. Responsive design compatible with popular devices and browsers, updated as needed. Including but not limited to:
- 2.1.2.2. Browsers that operate on iOS, Android, Windows, and MacOSX devices.
- 2.1.2.3. Site visitors using popular browsers including: Google Chrome, Apple Safari, Microsoft Internet Explorer, Microsoft Edge, Firefox.
- 2.1.2.4. Content managers using: Google Chrome on Windows, MacOSX, and Android. Microsoft Edge on Windows. Microsoft Internet Explorer on Windows. Safari on iOS or MacOSX.

2.1.3. App easily accessible/usable on all popular mobile devices (smart phones and tablets)

- 2.1.3.1. Available in popular mobile app stores including but not limited to the Apple App Store and Android Google Play store.

2.1.4. App Design.

- 2.1.4.1. App branded for City of Nixa using our official logo, fonts, and colors.
- 2.1.4.2. App content focused on workflow features and interactive content rather

than the full warehouse of information provided in the mobile-friendly version of website. For example, functions of the app may include but should not be limited to:

- 2.1.4.2.1.** Pay my utility bill (no second login once you've done a one-time set-up of your app account, secure payment.).
- 2.1.4.2.2.** Check my utility account (see past usage, current usage, past bills, current bill, current city outage map).
- 2.1.4.2.3.** Report a problem/service request (take picture of problem, geo-tag to map, submit with comments and contact info so staff can address the issue and respond with updates to the complainant).
- 2.1.4.2.4.** Report a crime (ability to submit crime report, have officer assigned to the case, officer can message back to the reporter, reporter can update or modify their crime report, two-way conversation with officer assigned to case).
- 2.1.4.2.5.** Ask a question (user able to submit question/comment without having to open email, staff able to respond to questions without having to open email, generating an alert in the app that the user's request now has a response which can be viewed in the app and push notification/text).
- 2.1.4.2.6.** View interactive maps (takes user to virtual map room, ability to select from a menu of maps).
- 2.1.4.2.7.** Schedule an inspection.
- 2.1.4.2.8.** Invite a city official to my event (fillable form).
- 2.1.4.2.9.** Apply for a permit or license (takes user to menu of various licenses and permits we offer, with ability to complete application thru app and submit payment if applicable).
- 2.1.4.2.10.** Register for parks program (takes you to menu of parks programs, ability to register multiple family members for different programs, add the registrations to the cart and pay within the app).
- 2.1.4.2.11.** Purchase a gym membership.
- 2.1.4.2.12.** View city calendar.
- 2.1.4.2.13.** View council meeting agendas and minutes.
- 2.1.4.2.14.** Search online databases (current business licenses, city contracts, council bills/ordinances/resolutions, code of ordinances).
- 2.1.4.2.15.** View status of current city projects/strategic plan implementation.

2.1.4.2.16. Change my alert settings (we should be able to push emergency notifications to all who download our app, but non-emergency notifications should be offered as opt-in categories such as “All city news”, “Parks news”, “Police Alerts”, “Nixa Utilities alerts” (bill due alert, past due alert, scheduled for disconnection alert) “Notify me about my purchases” (to get automated messages when we mail you your business license, conduct your inspection, etc.).

2.1.4.2.17. Visit Nixa.com.

2.1.4.3. Ability to control/manage the app through the same CMS as the website.

2.1.4.3.1. Ability to select which content, functions, and buttons from the website to make available in the app.

2.1.4.3.2. Single backend management of forms, surveys, payments, etc. shared by both website and app so we can manage all transactions in one place rather than managing app transactions and website transactions separately.

2.1.4.3.3. Ability to add more features to app in the future.

2.1.4.3.4. Ability for city staff to revise and edit the app functions.

2.1.4.3.5. Ability for city staff to rearrange order of buttons on app over time as user trends and our service offerings evolve.

2.1.5. Website security and accessibility.

2.1.5.1. SSL Certification and Microsoft sequence database.

2.1.5.2. https.

2.1.5.3. Full compliance with ADA website accessibility requirements, Section 508 and WCAG 2 standards.

2.1.5.4. Ability for multilingual translation of website content.

2.1.6. Website and app hosting.

2.1.6.1. Reliable Web hosting and management in the cloud with enough capacity that our website and app won’t go down in case of an emergency and we were to experience a large spike in users of our site or app.

2.1.6.1.1. Hosted in FedRAMP authorized infrastructure for security reasons.

2.1.6.1.2. Backup and updates as developed.

2.1.6.1.3. Daily off-site redundancy backup.

2.1.6.1.4. Automated software updates and security patches and redundant firewall solutions.

2.1.6.1.5. Disaster recovery: 24/7 emergency support, online status monitor, event notification emails, recovery time objective no greater than 8 hours, recovery point objective no greater than 24 hours, preemptive monitoring.

2.1.6.2. The City of Nixa able to own all its domains/URLs and will have several domains directing to different pages of the site and multiple domains directing to the home page.

2.1.6.3. The City of Nixa should own its app and it should be made available as a free download with in-app purchases available to be determined by the City of Nixa. The City of Nixa should have full control over any in-app purchases and any advertising within app.

2.1.7. Responsive template design of website.

2.1.7.1. Consistent branding design across website (colors, fonts, header styles), with ability to use unique branding logos for each department landing page/sub-site.

2.1.7.2. Drag & drop tools and customizable features for city staff CMS users to make design or content updates at any time.

2.1.7.3. Website should be mobile-friendly which truly scales to any mobile device. Easy to navigate using same logic as desktop experience.

2.1.7.4. Visually clean and easy to understand presentation.

2.1.7.5. No advertising on website except as determined and authorized by the City of Nixa.

2.1.7.6. Easily navigable to find desired content by using multiple user journeys, and easy to navigate back to previous pages visited.

2.1.7.7. Button-focused design rather than visually overwhelming drop-down menus. Button creation using templates to add navigation to: web page within our site, document, external link, interactive map, or fillable form (buttons on page scale from desktop to mobile). Ability to change, rearrange location of buttons on any page of the website. This needs to be a relatively easy templated process without us having to generate unique graphics in a graphic design software, uploading the images to the image library, and trying to arrange and space out the buttons perfectly for consistent look from page to page. User-friendly workflow to add buttons, assign what they will redirect to, edit buttons, drag and drop buttons to rearrange the placement or order in which they are presented on a page.

2.1.7.8. Prominent space on top of home page & all landing pages for advertising “featured news and info” as well as ability to add this design widget to any

internal page of the website (with clickable 16x9 images and playable videos, cycle through 3+ images or videos, list of featured images/videos can be edited/changed/updated at any time, ability to feature different images/videos for each landing page in the website.).

- 2.1.7.9. Printable pages: printer-friendly website pages and/or content elements.
- 2.1.7.10. Prominent search bar on top of every page of website in order to be able to search the website. Search function should return accurate and up-to-date results from within our website.
- 2.1.7.11. Navigational breadcrumbs which are clickable links to the previous pages selected by the user.
- 2.1.7.12. Site map.
- 2.1.8. Browser-based Content Management System (CMS) so city staff can update, delete, and create content from any desktop/laptop/tablet with internet access.**
 - 2.1.8.1. Continuous improvements and updates being made to CMS platform by vendor and full access to new features included at no additional cost.
 - 2.1.8.2. We must be able to control/limit CMS user access. We only need a select few “Super Users” with access to the whole site and all administrative functions. We may also need a couple of users with access to most of the website except certain administrative functions. Most users would be restricted to departmental workflows. CMS access for design of app should be limited to only a few users.
 - 2.1.8.3. Ability for city staff with “Super User” level CMS access to update any and all website content without knowledge of HTML coding.
 - 2.1.8.4. Easy ability to update content.
 - 2.1.8.4.1. Ability to identify and resolve broken links.
 - 2.1.8.4.2. Ability to track when content was last updated.
 - 2.1.8.4.3. Easy process for creating new pages or reorganizing existing content.
 - 2.1.8.4.4. Ability to schedule dates for content to post and expire.
 - 2.1.8.5. Effective Search Engine Optimization tools when creating a page or editing a page.
 - 2.1.8.6. Must provide site analytics dashboard within CMS to easily view data and trends for website traffic:
 - 2.1.8.6.1. Visitors.

- 2.1.8.6.2. Acquisition.
- 2.1.8.6.3. Popular pages.
- 2.1.8.6.4. Mobile vs desktop users.
- 2.1.8.6.5. View navigation flow/customer journey analysis.
- 2.1.8.6.6. User click analysis available for every button and link within the website to track numbers of clicks month to month to help us understand frequency of use of each tool.

2.1.9. Website content functions and capabilities.

- 2.1.9.1. Unlimited number of sub-sites, landing pages, and content pages.
- 2.1.9.2. Calendar for city events only (no ability for public to add events to calendar). Calendar needs to be easily navigable to previous years, months, events, and future events.
- 2.1.9.3. Ability to link to community calendar (to be created and maintained by another agency)
- 2.1.9.4. Text boxes available on all pages of the site use city brand style guide fonts & colors (header styles), with:
 - 2.1.9.4.1. text editor for spacing, bold/italics, bullets, standard link style
 - 2.1.9.4.2. ability to insert and arrange location of images, videos, and tables
 - 2.1.9.4.3. screen-reader friendly
 - 2.1.9.4.4. ADA compliance features for text boxes such as sufficient contrast, line and character spacing, and ability to add alt text to images.
- 2.1.9.5. Ability to embed videos on internal pages and as featured items at top of any page.
- 2.1.9.6. Ability to toggle video settings between “autoplay” or “click to play” for each video.
- 2.1.9.7. Ability to embed a livestream video on a page. (When streaming council meetings over Youtube or alternative video streaming platform).
- 2.1.9.8. Ability to build and deploy custom online fillable forms which work on both desktop and mobile versions of the website, as well as the app. With ability to make payment and add e-signature. (Bonus if form can be tied to map data to prevent users from applying for permits if the address is outside city limits – to prevent us from having to refund permit fees when the user thought the address was inside city limits but is not). Must include ability to automatically

generate an email to relevant staff when a form is submitted (with pdf of the form and any attachments included in the email). Also want the ability to manage form submissions through the CMS and ability to search submissions with time filter. (to perform queries such as “How many submissions did we receive for this form in 2021?” Or “Show me all submissions submitted in May of 2021?”) Fillable forms may include:

- 2.1.9.8.1.** job applications
- 2.1.9.8.2.** permit/license applications
- 2.1.9.8.3.** new utility customer applications
- 2.1.9.8.4.** parks gym membership sign-up & renewal
- 2.1.9.8.5.** parks program registrations
- 2.1.9.8.6.** report a crime
- 2.1.9.9.** Document and image upload size limit for fillable form submissions and report a problem tools need to be large enough to accept plats, building plan documents and high-resolution images.
- 2.1.9.10.** Legally binding e-signature field for fillable forms. (For example: new utility customer sign-ups, and job applications)
- 2.1.9.11.** Ability for staff to upload images (.png or .jpg) to website for display within any area of website. Must include ability to update/replace an image so it automatically updates each instance of that image anywhere it occurs on the site. No image size limit. Thumbnail images should be standard proportions to limit how much designers have to create special size image to upload to the site for use as thumbnails. We consider standard proportions to be 1x1, 16x9, 5x7, or 4x3 proportions.
- 2.1.9.12.** Photo slideshow widget with easy upload directly within the widget, ability to caption each photo and add alt text. Widget should be able to be employed on any page of website with unique photos used in the widget for each page.
- 2.1.9.13.** Blog widget or pages wherein staff CMS users could post an informational update along with images and/or video. Ability for poster to turn on or off the comments section for each individual post. Ability to have multiple blogs in the website. (For example: News blog, Mayor’s blog, City Administrator’s blog, Police Department blog, Parks Department blog, etc.) Ability for a post to one of the blogs to be cross-posted to another blog. For example, we may want all posts to any blog to also go to the News Blog so it has all content generated by the city. Want ability for a blog viewer to collapse or expand the comments posted to posts on the blog.
- 2.1.9.14.** Ability for staff to upload pdf documents to be viewed or printed by website users. Must include ability to update/replace a document so it automatically updates each instance of that document anywhere it occurs on

the site. No document size limit.

- 2.1.9.15.** Searchable database of current business licenses and solicitor's permits so a user could see if someone actually has a business license with the city. Display business name, address, public contact information.
- 2.1.9.16.** Searchable database of our council ordinances and resolutions (in addition to or included in database of city code). Searchable by keyword or by ordinance/resolution number.
- 2.1.9.17.** Ability to post RFPs, distribute alerts about those RFPs, and conduct electronic bid process so vendors can submit bids electronically in response to an RFP.
- 2.1.9.18.** Searchable database of city bids & contracts. Searchable by keyword or by categories (construction contracts, service contracts, parks contracts, police contracts, computer services contracts, etc.)
- 2.1.9.19.** Links to social media pages (Facebook, Youtube, Instagram, Twitter, Nextdoor, LinkedIn, Vimeo). If you click on Facebook link from Police-related content pages of website, it takes you to Police Facebook page. If you click on Facebook link from Parks-related content pages of website, it takes you to the Parks Facebook page. If you click on Facebook link from any other page on the website, it takes you to the Nixa City Hall Facebook Account.
- 2.1.9.20.** Ability to embed a Facebook or Twitter feed in a page.
- 2.1.9.21.** Public facing staff directory (all staff on single searchable directory page) and department directories (with portrait for each employee). Also, internal directory within intranet which may add other info to each profile such as: job description, hire date, cell phone number, etc. which we would not want to be visible to the public.
- 2.1.9.22.** Ability to have a digital map room page (such as ArcGIS hub site) in website and accessible through the app. And ability to embed an ArcGIS interactive map within any page of the site. Interactive maps should include "report a problem" map where citizens and staff can see pins on map of all reported issues such as: damaged park bench, pot hole, missing street sign, street lamp out, etc. Unknown at this time whether "report a problem" map should come from website provider, a work order software, or to be built and maintained by staff using ESRI. (Other cloud-based interactive maps to be built and maintained by staff include: about my address, trash collection routes, parks facilities, trails & sidewalks, crime map, council district, available land for commercial development, subdivisions, zoning, future land use, etc.)
- 2.1.10. Ability for chat support or "File a complaint/report" and have a two-way discussion between staff and customer regarding an issue without having to use email. (customer service via chat window, with automated messages for after normal business hours)**
 - 2.1.10.1.** Staff users should have a login so the customer can see name and job

title of person they are interacting with.

2.1.10.2. Super Users should be able to assign chat support role to certain staff CMS users and not others.

2.1.10.3. Staff CMS users with chat support role assigned to them should be able to use tools for viewing all previous chats, chats they have participated in, or search for chats by other users. Ability to assign/pass a chat to another CMS user. Ability to monitor chat activity by other CMS users.

2.1.10.4. Ability to survey chat users on their satisfaction with the chat experience at conclusion of their chat conversation with our staff.

2.1.10.5. Ability to view dashboard data regarding the number of chat sessions and messages conducted within any window of time, number of issues resolved, average chat conversation total duration, average chat resolution satisfaction, etc.

2.1.11. Push alerts/text alerts.

2.1.11.1. Ability to target specific audiences such as city staff, geographic area, opt-in lists

2.1.11.2. One tool to send push alert, text alert, automated phone call, and email.

2.1.11.3. Ability to display current alerts on top of web pages, especially the home page.

2.1.11.4. Emergency alerts contact list includes all website users and app users. Opt-out available from the emergency alerts. Ability to import contacts from other services.

2.1.11.5. Citizens can opt-in for multiple non-emergency alert categories using the website or app.

2.1.11.6. Automated text alerts tied to work orders. For example: a contractor or homeowner would get a text alert when a city building inspector is on the way to conduct an inspection (when inspector indicates in work order system that the work order is now "In Progress".)

2.1.11.7. Geofence notifications (not required, but desired) i.e.: if you get physically close to a current planning & zoning application project, your phone buzzes with an automatically generated alert about that project with info about date, time, and location of next scheduled public hearing.

2.1.11.8. Communications data reports regarding notifications sent, with dashboard displaying how many notifications sent each day/month/year (by message topic and total sends/recipients), how many notifications were sent per subject and type (emails sent, texts sent, automated phone calls), email open rates, click rates, etc.

2.1.12. Capability of integrating additional features and functionalities which may be identified in the future.

2.2. Secondary Desired Capabilities, Features and Functions.

2.2.1. Custom website design and app design. (Please indicate any price difference between custom design versus templated design offerings.) See our design concepts in Attachment B to understand what our communications team has in mind.

2.2.2. Single CMS to update content and process transactions for both website and the app. (We understand this may not be possible and we may be willing to settle for separate CMS for website and app if it's the best way to be able to accomplish other desired functionalities).

2.2.3. Single payment processing portal (PCI compliant) for parks, utility billing, building permits, business licenses, dog tags, police (for fingerprinting and dog impound fees) etc. which sends data to relevant account management software and budgeting/accounting system.

2.2.4. Employee “intranet”

2.2.4.1. Ability for employees to login to see personal benefits, timecard, paystubs, time off accruals, tax documents, etc.

2.2.4.2. Unlimited content pages in the intranet for all staff to be able to view, but which the public cannot view. Content on those pages may include:

2.2.4.3. employee handbook

2.2.4.4. detailed information about benefits offerings

2.2.4.5. employee newsletter archive

2.2.4.6. training videos

2.2.4.7. internal staff directory with non-public info included

2.2.4.8. Once logged into the intranet, police officers would also have access to Active 911, Planit, Lexipol, and CCES Webview.

2.2.5. Ability to submit a scheduling request

2.2.5.1. Multiple departments able to deploy customized scheduling tools for the public to use on the website and in the app.

2.2.5.2. Ability to restrict available time windows, prevent double-booking, or determine a fixed number of people able to have an appointment within a time slot.

2.2.5.3. Automated email alert to relevant staff when an appointment is added.

2.2.5.4. Automated alert to the customer if staff have to cancel/request reschedule.

2.2.5.5. Reserving a Parks facility would require accepting payment, completion of informational fields, and displaying reservation on Parks calendar visible to staff.

2.2.5.6. Scheduling rental inspection would require payment and completion of other informational fields.

2.2.5.7. Use cases may include:

2.2.5.7.1. Schedule appointment to be fingerprinted at Police Department

2.2.5.7.2. Schedule a meeting with the prosecutor

2.2.5.7.3. Schedule a building inspection

2.2.5.7.4. Schedule a rental inspection

2.2.5.7.5. Reserve a parks facility

2.2.5.7.6. Request attendance of a city official at an event

2.2.6. City Clerk/Meetings & Agendas module.

2.2.6.1. Ability to draft an agenda with input and review by multiple staff users

2.2.6.2. Ability to edit the agenda items

2.2.6.3. Agenda approval steps

2.2.6.4. Seamless agenda distribution through automated push alert system. (generate email notification with agenda attached to go to all staff and council members and members of the public who have opted in for that alert category.)

2.2.6.5. Distribution to the council meeting calendar on website.

2.2.6.6. Ability to archive meeting agendas and minutes for all past meetings and have them linked accordingly on city calendar.

2.2.7. Ability to offer “MyNixa Account”.

2.2.7.1. Ability to access the “MyNixa Account” from any page of the website, then get a “log-in” prompt or “set-up an account” prompt.

2.2.7.2. Any citizen would be able to create a personal account by entering their personal contact info.

- 2.2.7.3.** Developers, builders, residents and non-residents, and business owners all need to be able to set up a MyNixa Account. One password, one log-in, and you can access all these various actions with multiple city departments and make payments to each of the departments from this single portal using the website or the app.
- 2.2.7.4.** When a Nixa resident logs in to their MyNixa Account they can see information about their address and access various department accounts.
- 2.2.7.5.** If residential address inside city limits, their profile automatically populates with info about their address such as:
 - 2.2.7.5.1.** My home is in voting district 1
 - 2.2.7.5.2.** My council members are Bill & Bob
 - 2.2.7.5.3.** My trash service day is Wednesday
 - 2.2.7.5.4.** My home has connections for Nixa Utilities electric, water, and sewer
 - 2.2.7.5.5.** Alerts for my neighborhood. (geographic alerts sent through our CMS)
- 2.2.7.6.** If residential address outside city limits, their profile shows them marketing messages about why they should move to Nixa with links to more info on other pages of our website.
- 2.2.7.7.** All MyNixa Account users should be able to login to update their communications alerts preferences at any time.
- 2.2.7.8.** All MyNixa Account users (even those without Nixa residential addresses) may link their:
 - 2.2.7.8.1.** Nixa Utilities account (if they have one or want to set one up)
 - 2.2.7.8.1.1.** view my account
 - 2.2.7.8.1.2.** view my utility usage
 - 2.2.7.8.1.3.** pay my bill
 - 2.2.7.8.1.4.** view past bills
 - 2.2.7.8.1.5.** view current outage map
 - 2.2.7.8.2.** Nixa Parks account (if they have one or want to set one up)
 - 2.2.7.8.2.1.** register family members for programs
 - 2.2.7.8.2.2.** pay for or renew gym membership

- 2.2.7.8.2.3. reserve parks facilities
- 2.2.7.8.2.4. View my program schedule (practices and games)
- 2.2.7.8.2.5. View my program information (coaches contact info, roster info, etc)

2.2.7.8.3. City Hall account

- 2.2.7.8.3.1. Report a problem
- 2.2.7.8.3.2. File a complaint
- 2.2.7.8.3.3. Apply for or renew a business license
- 2.2.7.8.3.4. Apply for/renew dog or mini pig tags
- 2.2.7.8.3.5. Apply for/renew golf cart permit

2.2.7.8.4. Nixa Police account

- 2.2.7.8.4.1. Schedule a finger-printing appointment
- 2.2.7.8.4.2. Pay an animal impound fee
- 2.2.7.8.4.3. Claim my dog
- 2.2.7.8.4.4. Records request
- 2.2.7.8.4.5. Report a crime

2.2.7.8.5. Planning & Development account

- 2.2.7.8.5.1. Apply for and track my building permit applications
- 2.2.7.8.5.2. Request/schedule an inspection
- 2.2.7.8.5.3. View my inspection results
- 2.2.7.8.5.4. Apply for zoning request
- 2.2.7.8.5.5. Track my projects [for developers or builders to see all their construction projects or other development projects, see current status, next steps, notes from staff]

2.2.8. Ability for survey creation and distribution (currently using Survey Monkey and EngagementHQ from Bang The Table)

- 2.2.8.1. Quick polls for one question at a time (where the public can view the live results of the poll on the website)

- 2.2.8.2.** Annual and/or ongoing customer service satisfaction surveys
 - 2.2.8.3.** Annual and/or citizen perception surveys
 - 2.2.8.4.** Able to embed interactivity into email newsletters, text alerts, app, and as a widget that can be placed on any page of the website.
 - 2.2.8.5.** Analysis tools built into the CMS with cross tabs so we can compare responses.
 - 2.2.8.6.** Users with a MyNixa Account to be able to respond to surveys after logging-in, so we can see demographics data such as age, which part of the city people live in (so we can see heat maps for certain survey responses). Able to view the user's response history to see if we have increased their satisfaction year over year. Ability to make certain questions or entire surveys anonymous so that city staff cannot see who responded in which way to an "anonymous response", while preserving our ability to see aggregate data and make it clear to the survey respondent that their response is anonymous.
- 2.2.9. Ability to host videos (uploaded directly to CMS) so we don't have to embed from YouTube or Vimeo.**
- 2.2.10. Permit Status Viewer**
- 2.2.10.1.** Ability for customer to see progress status of their building permit application.
 - 2.2.10.2.** Apply for a permit in the website or app.
 - 2.2.10.3.** Log-in to your account to view all applications you have submitted and their current status.
 - 2.2.10.4.** Select a project to see any notes from the city.
 - 2.2.10.5.** Building inspectors in the field able to conduct their site review with a wireless device rather than a paper inspection form.
 - 2.2.10.6.** Get an email of your inspection results sent to you upon completion of your inspection by Building Inspector.
- 2.2.11. City project progress viewer.**
- 2.2.11.1.** Show list of current ongoing projects by department.
 - 2.2.11.2.** This tool should be visually interesting with integrated info-graphics such as progress bar or timeline for each project.
 - 2.2.11.3.** Ability to see progress from funded, planning phase, in progress, to completed.
 - 2.2.11.4.** Ability to view an in-depth project description (describes how the project

helps us fulfill the strategic plan) cost, funding source, anticipated completion date, etc.

2.2.11.5. Ability to view documents related to the project such as council ordinance, resolution, budget, RFP, bids, bid award ordinance, and contract. Plus concept renderings, plans, and photos. (Staff CMS users able to upload or add relevant documents to a project's description page at any time).

2.2.11.6. Ability for the public to submit questions or comments about the project so staff can have 2-way communication with public.

2.2.12. Custom motion/animated graphics in "by the numbers" segments to show key stats on certain landing pages (such as Police, Economic Development, Parks, Finance, etc.)

2.2.13. Interactive data on a budget comparison page so user can compare financial report data from year to year without having to print out the full financial reports from two different years. Ability to view budget trends in interactive infographics created by staff.

2.3. Integrations: We anticipate our website and app will need to integrate with each of the following software programs. We need to understand how your proposed solution would address each of the following:

2.3.1. Integration with or replacement of: Searchable database of city code of ordinances. (Currently provided by Municode)

2.3.2. Integration with or replacement of: Finance/budgeting software module. (Currently provided by Incode 10 by Tyler Technologies)

2.3.3. Integration with or replacement of: Payroll/HR software module. (Currently provided by Incode 10 by Tyler Technologies)

2.3.4. Integration with or replacement of: Time-clock software and website. (currently provided by Executime by Tyler Technologies)

2.3.5. Integration with or replacement of: Utility billing software module and payments website. (Currently provided by Incode 10 by Tyler Technologies) NOTE: We currently have an additional integration from our utility billing software to enable us to send billing data files to InfoSend for printing/mailing services for utility bills.

2.3.6. Integration with or replacement of: Business License software module. (currently provided by Incode 10 by Tyler Technologies)

2.3.7. Integration with or replacement of: Building Inspection and Code Compliance software modules. (Currently provided by Incode Central [Incode 9] by Tyler Technologies)

2.3.8. Integration with or replacement of: Parks & Recreation Management software and website. (currently provided by RecTrack by Vermont Systems)

2.3.9. Parks department also currently uses TextCaster to provide automated text alerts

regarding parks programs and other parks updates. If we are able to consolidate the parks website into Nixa.com, we would need our alert/notification system to replace this function.

- 2.3.10.** Integration with web-based mapping services. (Currently provided by ArcGIS from ESRI.) NOTE: Not interested in replacing this service at this time.
- 2.3.11.** Interested in an Outage Management System (OMS). (None currently contracted, not currently out for bid.) NOTE: Pending implementation of automated meter infrastructure (AMI), we may need an OMS to be able to provide live utility account information, live outage maps, on utility accounts and in our website. Currently researching using ESRI to accomplish this.
- 2.3.12.** Interested in an Enterprise Resource Planning (ERP) software. (None currently contracted. Not currently out for bid.) NOTE: We desire a single budgeting/accounting/payroll/HR/asset management system solution for seamless integration across departments.
- 2.3.13.** Integration with or replacement of: Contract Management Program. (Currently provided by IonWave)
- 2.3.14.** Interested in an Electronic Bidding program. (None currently contracted. Not currently out for bid.) NOTE: Ideally, electronic bidding would integrate seamlessly with contract management program and the website so we could accept electronic filing and archiving of bids and RFP responses rather than relying on paper filing systems.
- 2.3.15.** Interested in an Asset Management system. (None currently contracted. Not currently out for bid.) NOTE: Asset management system would ideally seamlessly integrate with work order management system, or a single system to provide both functions.
- 2.3.16.** Interested in a Work Order management system. (None currently contracted. Not currently out for bid.) NOTES BELOW DESCRIBE DESIRED CAPABILITIES:
- 2.3.16.1.** Generate and track work orders - generated by a manager, the employee, or a member of the public where allowed.
- 2.3.16.2.** Manager and employees can view dashboard of all work orders and status of all projects.
- 2.3.16.3.** Manager can select which projects to include on a public-facing dashboard so the public can see what the city is working on, and current status of projects. This dashboard integrates with or embeds into web page.
- 2.3.16.4.** As allowed, the public may generate a work order request (such as ability to take a photo of pot hole, street lamp out, missing street sign, damaged park bench, tall grass or junk on a property - the photo should be geo-tagged so staff can see where it was taken on a map, and user can submit a description and their contact info, so we can then review the job request, accept or reject the work order [reject if outside city limits] then the user gets notification that

we accepted or rejected the request with explanation notes. Then, when an employee updates the project as "In Progress" the citizen gets notification that we are beginning to address the issue, and when an employee updates the project as "Completed", the citizen gets another alert that the issue was "addressed").

2.3.16.5. This might be used by Police, Public Works, Code Compliance, Building Inspections, Utilities, and Parks departments.

2.3.17. Interested in providing interactive crime maps (we do not want to provide the public with a live view of current police calls for service, but we would like the ability to select categories of past incidents to show on map such as thefts and break-ins). This data is in a system maintained by a different agency not under our control (Christian County 911 Dispatch) and they currently use "NewWorld" e911 dispatching system from Tyler Technologies.

2.3.18. Integrate with or replacement of: Email newsletter service. (Currently provided by Constant Contact.) NOTE: We currently use Constant Contact to generate certain email campaigns because it is easy to manage multiple distribution lists, customize email designs so different email campaigns have different branding, track link clicks, opt-in/sign up ability, surveys, images & videos easily embedded in the emails:

2.3.18.1. monthly email newsletters to staff

2.3.18.2. monthly email newsletters to our community distribution list (over 9,000 unique emails)

2.3.18.3. single-topic email alerts to our community distribution list on an as-needed basis

3. INTERPRETATION TO RESPONDENT.

A prospective respondent, who is in doubt as to the meaning of any part of this RFP or any addenda thereto, may submit a written request for interpretation. Such requests shall be addressed to:

City of Nixa
Attn: Stephanie Ewing (Purchasing Manager)
715 W. Mt. Vernon St.
P.O. Box 395
Nixa, MO 65714
Email: sewing@nixa.com

Any such interpretation will be made by written addendum. The City shall not be responsible for any explanation or interpretation of proposed document other than by such an addendum. Any addenda must be acknowledged in the proposal and will become a part of the Contract Documents. Failure to acknowledge all addenda issued in the proposal will constitute grounds for rejection of that proposal.

All requests for interpretation must be received by the Purchasing Manager no later than five (5)

calendar days prior to the proposal opening date. Requests received after that date will not be answered. Persons submitting a request will be responsible for its prompt delivery.

Any and all addendums will be posted on the City's web site (nixa.com) under Current Bid Opportunities on the Purchasing page. Though the City will try to notify all prospective bidders if an addendum is posted, it shall be the responsibility of the bidder to check for and obtain addendums prior to the bid submission date. Receipt of an addendum to this RFP must be acknowledged by respondents. Respondents shall endorse their acknowledgement of said addendum by signing and returning the addendum with bid response.

4. VENDOR RESPONSE REQUIREMENTS. In order for your response to this RFP to be considered complete, information submitted in response to this RFP shall include:

4.1. Executive Summary. Short overview of how vendor will assist the City of Nixa in achieving the goals outlined in this RFP (Section 1.4).

4.2. Company Overview

4.2.1. Firm name and contact info

4.2.1.1. Contact person for this RFP

4.2.1.2. Mailing address

4.2.1.3. Phone numbers

4.2.1.4. Email address

4.2.2. Year established and former firm name(s) if applicable.

4.2.3. Brief company overview and number of years providing municipal website and content management systems.

4.2.4. Number of current employees.

4.2.5. Differentiators that set your solutions/systems apart from your competitors.

4.2.6. One-source vendors are preferred. If utilizing subcontractors for any portion of the RFP requirements, provide subcontractor company information and key personnel involved.

4.2.7. Key team members that will be assigned to our project. Include project team organization chart showing relationship of each role.

4.3. Experience/References

4.3.1. Provide a minimum of three (3) local government (city or county) references, and include the following information for each:

4.3.1.1. Client name

4.3.1.2. Website URL and/or app name

4.3.1.3. Client contact person and title

4.3.1.4. Phone

4.3.1.5. Email address

4.3.2. Provide a portfolio of 4-6 examples of vendor's website design experience.

4.3.3. Provide a portfolio of 4-6 examples of vendor's app development experience.

4.4. Solution Capabilities, Features, Functionality, and Proposed Integrations

4.4.1. Provide a brief overview description of how vendor's solution meets our desired features, functions, and capabilities as outlined in Sections 2.1 & 2.2.

4.4.2. Return a copy of Sections 2.1 & 2.2 and indicate "yes" or "no" beside each bullet point regarding whether or not your proposed solution would fulfill each of the outlined primary desired capabilities, features and functions.

4.4.3. Provide any narrative explanation or follow-up questions you may have for each desired capability, feature, and function as described in Sections 2.1 & 2.2.

4.4.4. Identify any functional requirement vendor's solution cannot provide as described in Sections 2.1 and 2.2.

4.4.5. Provide description of ability to integrate your solution to our current software programs as outlined in Section 2.3.

4.4.5.1. Describe any history of success or challenges in integrating websites and apps with our current software.

4.4.5.2. Provide pricing for each integration/bridge to allow our website and app to integrate with our current software.

4.4.6. Provide a description of any recommended replacement software/products for each desired integration outlined in Section 2.3.

4.4.6.1. Be sure to name each replacement product you are recommending and provide contact information for the vendor of that product.

4.4.6.2. Provide pricing for each recommended replacement product.

4.4.7. Provide description of benefits of bundling website, app, and integrated software solutions as you are proposing.

4.5. Project Implementation Plan

4.5.1. Can we realistically "go live" with our new website and app by September 1, 2021? If not, what is a more realistic "go live" date?

4.5.2. What is your proposed project timeline?

4.5.2.1. Describe the process for migration of content from old site to new site.

4.5.2.2. Describe the process for training city staff who will become CMS users.

4.6. Pricing Information

4.6.1. How much would the City of Nixa need to pay in 2021 to start moving forward with your proposed solution and to launch our new website and app by September 1, 2021? If the launch date is pushed back to a later date per your recommendation, would that produce any cost savings in contrast to launching September 1, 2021?

4.6.2. How much would the City of Nixa need to budget for in 2022 and future years to maintain your proposed solution?

4.6.3. Describe any discount available if we were to pay for full 5-year contract costs by the end of 2023 or sooner.

4.6.4. Indicate component pricing when applicable.

4.6.5. Cost for hosting maintenance and support.

4.6.6. Cost and timing of CMS updates, patches, fixes, and new versions.

4.6.7. Cost of future website redesign.

4.6.8. Provide description and costs of additional relevant products.

4.6.9. Indicate any bundled pricing which might provide cost savings.

4.6.10. Please provide a fee schedule containing all the potential charges that may be charged to the City for utilizing the services of your firm.

4.7. Contact Information

4.7.1. How should we contact you if we decide we want to learn more about your proposed solution?

4.7.2. Would you be willing to visit Nixa City Hall in-person to provide a complete proposal pitch to our city leadership team if we ask you to schedule such a demonstration?

4.8. Signature on Proposal

Proposal must be signed in ink and include the full business address of the respondent. Proposal by partnerships must be signed in the partnership name by one or more of the general partners. Proposal by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporation to the proposal. The names and titles of all persons signing shall be typed or printed below their signatures.

5. TERMS & CONDITIONS.

5.1. Contract Term

The City of Nixa's award of any "Website Development Services" and/or "App Development Services" and/or "Software Services" agreement(s) shall be for a period of Five (5) years. The agreements may be extended for additional years on an annual basis, subject to additional appropriations by the City Council.

5.2. Errors in Proposal

Each Consultant must carefully examine his proposal prior to submission. Failure to do so is at the Consultant's risk. Consultant is responsible for any errors contained therein.

Claim of oversight is not a basis for permitting withdrawal of a proposal after opening.

5.3. Proposal Withdrawal

Proposal may be revised, modified, or withdrawn by the firm at any time prior to opening. Any such revision, modification, or withdrawal shall be in writing. After the Bids are opened, they shall be irrevocable for a period sixty (60) days. Bids shall not be withdrawn or revised after opening.

5.4. Conditions Affecting the Work

Each respondent should take such steps as thought necessary to ascertain the nature and location of the work and any peculiar local conditions, which can affect the work or its cost. Failure to do so will not relieve the respondent of their responsibility for proper estimation of the difficulty or cost of the work.

The City of Nixa assumes no responsibility for any understanding or representation made by any person at any time, unless it is included in the Proposal Documents, including addenda.

5.5. Conflict of Interest.

The submission of a proposal pursuant to this request shall be deemed a certification that, to the best of the respondent's knowledge, no employee of the City of Nixa or City Council member has any direct or indirect financial interest in any agreement, contract or proposal for work or supplies to be furnished to the City of Nixa. Respondent further certifies that such respondent has not and will not, directly or indirectly, enter into any agreement, or understanding; participate in any collusion; or otherwise take any action in restraint of free competitive pricing in connection with such agreement, contract or Proposal; nor will respondent knowingly provide gratuities to City of Nixa employees or Council members, or to their family members. Respondent shall require all subcontractors (at all tiers) to be bound by this conflict-of-interest provision.

5.6. Insurance.

The vendor contracted by the City shall secure and maintain insurance at its own cost and expense, throughout the duration of the contract agreement. This insurance shall remain in force for the full duration of any contract or contract renewal with City of Nixa. The insurance shall be of such types and in such amounts as may be necessary to protect the respondent and the interest of the City of Nixa against all hazards or risks of loss as specified by the City or which may arise out of the contracted services.

5.7. Clarification of RFP

Respondents may be required to clarify their proposal or further explain the functions of the services proposed. Any clarification will be in writing by the respondent and will be considered part of the proposal. Refusal by a respondent to comply with this requirement will be cause for rejection of the proposal.

5.8. Sub-contractors

The selected vendor will be required to assume responsibility for all services obtained under contracts resulting from this RFP. The City will consider the selected vendor to be the sole point of contact regarding payment of any and all charges resulting from contract obligations. It will be the responsibility of the vendor to verify completeness of each order, and its suitability to meet the needs of the City.

The awarded vendor will be the prime contractor in all matters. All sub-contracting must be approved by the City in writing. Prime contractor assumes all responsibility for subcontractor and will be the sole interface with said subcontractor.

5.9. Contract

This RFP does not commit the City of Nixa to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for additional services or supplies. The City reserves the right to accept or reject, in part or in its entirety, any or all proposals received as a result of the RFP, if it is in the best interest of the City to do so.

The vendor must provide requested services in compliance with federal, state and local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The vendor shall indemnify and hold harmless the City and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

Each vendor, by signing and returning this proposal, stipulates that he/she has read, understands, and will comply with all provisions of this RFP.

If respondent has a standard contract, such standard contract should be forwarded as part of this RFP. The contract will be subject to review by legal counsel of the City as to legality of form and compliance with state, local, and federal laws.

The City has attached a sample contract document to this RFP as "Attachment 1." The City intends to utilize the document referenced as "Attachment 1" when contracting with the selected respondent. Respondents shall include with their proposal any objections or requested

modifications to this document. The City will consider such objections and requests when considering whether to award a contract as part of this RFP.

6. EVALUATION OF PROPOSAL

The City Administrator and other city staff as selected by the City Administrator will evaluate all proposals submitted and compare them to the evaluation factors to determine professional qualification(s) to fulfill the needs of the City of Nixa. Proposals will be scored according to the scoring legend below.

Proposal evaluation factors to be considered are:

Scoring Legend	Possible Points	Points Awarded
Proposed solution provides all primary and secondary desired capabilities, functions, and features.	30	
Proposal provides for all necessary integrations with related software programs.	20	
Pricing relative to similar proposals	20	
Qualifications	10	
References (History/Customers)	10	
Adherence to RFP response requirements	10	
Total:	100	

Scoring of proposals will assist the City Administrator in the development of a shortlist of vendors being considered. We will then contact the short-listed vendors to set times for product demonstrations and to have further discussion about our options prior to deciding which vendor (or vendors) to contract with.

The City of Nixa reserves the right to reject any or all proposals or any part thereof and to accept in whole, or in part, such proposals as may be deemed in the best interest of the City. City staff will recommend City Council award a contract to the firm which best fits the needs of the City.

7. SIGNATURE.

When submitting proposals, firms shall include the following signature block as part of their submittal:

The undersigned declares that all interested principals are named herein. The undersigned further declares that no other person or firm has any interest in the proposal or agreement to be entered into and that this proposal is made without collusion with any other person, company, or party, submitting a proposal.

The respondent recognizes that the City of Nixa reserves the right to accept or reject any or all proposals and to waive any technicality or informality therein.

In making this proposal the undersigned has taken into account each provision of all of said Proposal Document:

Signature of Respondent:

By: _____

Title: _____

Date: _____

City of Nixa
Statement of No Proposal RFP # _____

IF YOU DO NOT INTEND TO SUBMIT A PROPOSAL, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO: July 14, 2021.

TO: City of Nixa Stephanie Ewing
P.O. Box 395
Nixa, MO 65714
Fax it to 417-725-2480 or email: sewing@nixa.com

We the undersigned, have declined to submit a proposal for: Website, App & Related Software Integrations, for the following reasons.

- ☐ Insufficient time to respond to invitation.
- ☐ We do not offer this product/s or equivalent.
- ☐ Unable to meet specifications.
- ☐ Unable to meet insurance requirements.
- ☐ Our schedule would not allow us to perform.
- ☐ Specifications unclear (please explain below).
- ☐ Other (Please specify below).

Additional remarks:

Vendor Information:

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number: _____ Date: _____

ATTACHMENT A

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Agreement") by and between _____, a _____ ("Contractor") and the City of Nixa, a Constitutional Charter City of the State of Missouri ("City"), is made and entered into upon the date of execution of the Agreement by all parties.

WHEREAS City issued a Request for Proposals (RFP # _____) for professional services related to providing certain services to the City; and

WHEREAS Contractor has submitted a proposal in response to said RFP; and

WHEREAS after due consideration, the City has accepted the proposal of the Contractor; and

WHEREAS City and Contractor desire to enter into this Agreement whereby the Contractor shall undertake the performance of the services contemplated herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth, the City and the Contractor hereby agree as follows:

1) Contract Documents. This Agreement shall consist of the following documents, attachments, and exhibits:

- a. This Executed Agreement;
- b. RFP # _____, and any addenda (Exhibit A);
- c. Contractor's Schedule of Fees (Exhibit B);

The Agreement shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provision contained in RFP # _____ shall control, followed by the Executed Agreement, then the Contractor's Schedule of Fees.

2) Term. The term of this Agreement shall be five years, beginning on the date of execution by both parties.

3) Scope of Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in Exhibit A with the standard of care, skill, and expertise ordinarily used by other members of Contractor's profession in performing similar services.

Contractor represents and warrants that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of the Contractor's profession.

Contractor shall provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the services which are particularly described as set forth in RFP # _____

_____ (the "Services").

All Services shall be performed and provided in conformance with all applicable policies of the City, and all applicable federal and state laws and regulations.

The City, upon agreement of the Contractor may add Services to the Scope of Services. Such added Services shall be evidence by a written instrument signed by both parties. The City may delete items from the Scope of Services at any time and at the sole discretion of the City.

4) Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of this Agreement such amounts as are set forth in the Contractor's Schedule of Fees, said Schedule being attached hereto and incorporated by this reference as "**Exhibit B.**"

5) Time and Manner of Payments. All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty days of receipt of an invoice received after satisfactory performance of the Services. All invoices MUST HAVE an approved Purchase Order number. Invoices received without a Purchase Order number listed will delay payment. Payment Terms are net 30 days. Remit Address is City of Nixa, Accounts Payable, PO Box 395, Nixa, MO 65714.

6) Attorney Fees' and Costs. The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity, or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

7) Other Representations, Warranties, and Other Covenants by the Contractor. The Contractor represents and warrants that the Contractor has been engaged in such work as is required for the Services and has provided Services such as the ones to be performed under this Agreement to other municipalities or private enterprises and that the Contractor has sufficient expertise, knowledge, information and data, and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer.

8) Amendment; Waiver. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

9) Contractor's Liability Insurance. The Contractor shall obtain and maintain during the term of this Agreement the insurance coverage's not less than the individual and combined sovereign immunity limits established by Section 537.610 RSMo., as said section may be amended. Insurance policies providing the required coverages shall be with companies licensed to do business in the State of Missouri. All costs of obtaining and maintaining insurance coverages shall be borne by the Contractor.

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for the term of this Agreement.

Policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished to the City prior to Contractor commencing the Services. The certificates must list the City as an additional insured on a primary and non-contributory basis. Certificate Holder shall be listed as "City of Nixa, 715 W. Mt. Vernon, PO Box 395, Nixa MO 65714". The certificate shall bear an endorsement precluding cancellation of or change in coverage without at least thirty days written notice to the City.

10) Termination.

- a. Termination for breach.** Failure of the Contractor to fulfill any of Contractor's obligations under this Agreement in a timely and satisfactory manner shall constitute breach of this Agreement. The City shall thereupon have the right to immediately terminate this Agreement. The City shall give written notice of the termination to the Contractor. In the event of termination for breach, all finished or unfinished websites, mobile device applications, software applications, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor related to this Agreement shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any such breach of the Agreement by Contractor.
- b. Termination for Convenience.** The City shall have the right at any time upon 15 days written notice to Contractor to terminate and cancel this Agreement, without cause, for the convenience of the City, and Contractor shall immediately stop upon issuance of such notice. In such event, City shall not be liable to Contractor except for the payment for actual work performed prior to such notice.

11) Notices. Any notice required to be provided under this Agreement shall be sent via U.S. Mail or via e-mail. Notices shall be effective when received at the address as specified below. All such notices shall be sent to each party at the address below, or to such other address as designated by such party, in writing:

IF TO THE CITY: City of Nixa
 ATTN: Stephanie Ewing, Purchasing Manager
 PO Box 395
 Nixa, MO 65714
 E-mail: _____

IF TO CONTRACTOR: Name & Title: _____
 Company Legal Name: _____
 Address: _____
 Email: _____

12) Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

Independent Contractor. Contractor shall be and operate as an independent contractor in the performance of this Agreement. The Contractor shall have complete charge of the personnel

engaged in the performance of the Services, and all persons employed by the Contractor shall be employees of the Contractor and shall not be deemed employees of the City in any respect.

13) Compliance with Laws. Contractor shall comply with all applicable City Ordinances and all other applicable laws and regulations, whether State or Federal, including without limitation, unemployment and workers' compensation, occupational safety, equal employment, and wage and price laws, insofar as applicable to the performance of this Agreement.

14) Subcontracts and Assignment. The Contractor shall not subcontract or assign any of the Services to be performed by it hereunder without the express written consent of the City. In the event Contractor utilizes a subcontractor, the Contractor shall ensure that any agreement between Contractor and such subcontractor complies with all requirements imposed for such agreement by federal, state, and local law.

15) Indemnification.

In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this Agreement, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this Agreement to Contractor.

Firm shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its Contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency

including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

16) Nondisclosure and Confidentiality. The Contractor agrees that it will preserve the confidentiality of all City data and account information and will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

17) Multi-year contracts and Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement shall terminate at the end of the then current fiscal year as if terminated expressly and mutually by both parties. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

18) Accounting. During the term of this Agreement, the Contractor shall maintain books and accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

19) Other Contractors. Nothing in this Agreement shall be construed as prohibiting the City from contracting with other Contractors to provide any of the Services provided for herein.

20) Work Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. The Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product. Upon termination of this Agreement, the Contractor shall promptly deliver to City any documents, and work product, whether printed or electronic.

21) Compliance with Immigration Statutes. Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Contractor shall also sign an Affidavit of Participation in Federal Work Authorization Program affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Services. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 RSMo.

22) Governing Law and Jurisdiction. This Agreement and every question arising hereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in Christian County, Missouri.

23) Discrimination. Contractor agrees that, in the performance of this Agreement, not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

Contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

Contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

24) Entire Agreement. This Agreement, including the Exhibit A, and Exhibit B, shall constitute the entire Agreement between the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing and specifically referring hereto.

25) City's Representative. The City Administrator is hereby designated as the City's authorized representative for purposes of this Agreement. The City Administrator is charged with providing any approvals and exercising any rights of the City under this Agreement, including the approval of any renewal terms contemplated herein.

(Remainder of page intentionally blank. Signature page to follow.)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CONTRACTOR:

CITY OF NIXA, MISSOURI

Signature.

Jimmy Liles, City Administrator

Printed Name.

Approved as to form:

Title

Nick Woodman, City Attorney

Date.

CERTIFICATE OF FINANCIAL OFFICER

ATTEST:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Signature.

Name.

Jennifer Evans, Director of Finance

Title.

Date



**Bid Title: Website, App, &
Related Software Integrations**
Addendum #: 001
Date: 7/13/2021
Buyer: Stephanie Ewing
Phone: 417-449-0555

CITY OF NIXA, MISSOURI ♦ ADDENDUM

This addendum is issued for Request for Proposal Website, App, & Related Software Integrations and is hereby incorporated into and made a part of the RFP Documents. Bidders are reminded that receipt of this addendum *must be acknowledged* and submitted with Bidder's *Response Form*.

Perspective bidders are hereby notified of the following changes:

1. As stated: Bid Opening Date: 7/14/2021 @ 10:00AM
Change to: 7/28/2021 @ 10:00AM
2. As stated: Go Live on the website: September 2, 2021
Change to: June 1, 2022
3. Questions and answers submitted:
 - **User roles/permissions** - What are the user roles expected in the mobile apps, website and CMS? Will the admin/staff have app and website logins and permission to reply to messages, make modifications etc? Is this what the intranet means? **We have about 15 city staff (or less) who will need CMS access to update content in the website for their departments. We need to be able to restrict access for most CMS users so they can only update the content for their department or to which they have been assigned. We have probably about 3 staff who need the highest level of access to update any/all content on the website and app and access to make changes to design, CMS user permissions, etc. We also want an intranet portion of our website where all city staff can log in to view HR-related content or content specific to their employment file. The intranet logins would be different from CMS user logins.**
 - **Content Source(s)** - Will the app and website be showing contents only from the CMS or will external sources of information are used directly. **The app and website need to be able to display content created within the CMS and also content being pulled from certain software integrations as described in the RFP. For example, we want to provide citizens the ability to create a "MyNixa" account so they can see their Nixa Utilities bill, Parks account, and Planning & Development account info.**
 - **Payment integration** - Does the City of Nixa have a preferred payment method / payment gateway? **We are seeking your recommendations regarding payment gateway as part of this RFP. Our goal is to have a single payment portal to process all online payments whereas currently we have to use multiple different payment systems.**
 - **MyNixa Account** - What is the source for the users address and other information? **Our vision is that people would create their own account by submitting information including**

their name, contact info, and address. We would want the system to integrate with data in our GIS system so that once a user provided their address, we could display certain data points about that address (the data would already be in our GIS system or we would need to develop the data in our GIS system).

- **Integrations** - Are there existing APIs and systems that we will be able to use for the proposed solution? We provided a list of the existing softwares the city is currently using within the section of the RFP which describes our desired integrations. We are also seeking any recommendations from you on alternative systems which you believe we should consider to replace our current systems in order to facilitate the desired functionalities we have described in the RFP.
- **Employee intranet (2.2.4.8.)** Once logged into the intranet, police officers would also have access to Active 911, Planit, Lexipol, and CCES Webview. - How are these services integrated into the web(intranet) application? This may be achieved simply by providing a link to those cloud-based software systems, but we are open to recommendations about how best to integrate these systems into the intranet portion of our website for our Police Department users.
- **Two way communication (1.4.13.)** - Please clarify whether we should implement a chat option or a discussion forum for this feature. Chat would be necessary for certain customer interactions such as when a citizen reports a crime and an investigator or other police staff need to respond directly and privately to that citizen user of the website, but we may also be able to use a discussion forum for other less formal community engagement where we might seek open public discussion of a topic.
- **APIs** - Can the City of Nixa provide the existing API or database documentation? In the section of the RFP describing our desired integrations, we have provided a list of the software systems currently used by the city. We want you to tell us if you can integrate with any APIs offered by those systems/vendors or if you are recommending that we switch to any alternative systems which may provide better integration with our website and app.
- **Features List** - We would like to know the list of features common for both mobile apps and websites. Similarly, Please provide the list of independent features as well. We have already described the desired features of the website in section 2.1 and 2.2. Subsection 2.1.4 describes the desired features for the app. We are also seeking recommendations from your proposal.
- **Sub-sites (2.1.9.1.)** - Is there an estimate of the number of sub-sites that will be needed? How do you define a sub-site? It may be up to 100 or less than 20 depending on the definition of sub-site. This is why we asked for unlimited number of sub-sites. All sub-sites should be managed within the single CMS.
- **Third party services** - Is there a list of third party services using in Nixa.com I do not understand your question. Please clarify.
- **Analysis Tools (2.2.8.5.)** - Can you provide more details on the cross tab Analysis tools built into the CMS with cross tabs so we can compare Responses." - Please provide more details on this. By "Cross Tabs" I am referring to the ability to view correlations across survey responses. For example, when analyzing a survey about citizen satisfaction with city services, staff may want to know "are people in subdivision A more satisfied with street maintenance versus those in subdivision B?" So we would need to be able to view

responses to the question about which subdivision the respondent lives in cross tabbed with responses to the question about satisfaction with street maintenance.

- **Building Inspectors (2.2.10.5.)** Can you provide more details on the requirement to allow Building inspectors in the field able to conduct their site review with a wireless device rather than a paper inspection form? Currently building inspectors must complete a paper form. We want this inspection process to become digitized through use of software and integration of that software with our website. We are seeking recommendations for which software/system you think we should use and we need your expertise to know how to integrate that with a website/app so our building inspectors can complete an inspection report digitally, then submit it to our city records retention system and generate an email copy of the report to the person who requested the inspection, while digitally notifying interested parties that the task has been completed.
- Is the City of Nixa open to using Drupal or other open source technology for website development? I do not know what Drupal is. We are seeking your proposal and recommendations so that we can learn about your proposal and take it into consideration before making a decision about who to hire to build and maintain the next iteration of our website and who to hire to build our first city app.
- Is there a budget defined for this project? We are not yet committed to a total 5-year budget for website/app at this time. We will consider all proposals and may adjust our project budget according to what we decide we need to spend to accomplish our project goals as outlined in the RFP. Final budgets must be approved by city council.
- For the proposal submission, can this be done as a soft copy through email? The proposal must be submitted in a sealed envelope via hand delivery, USPS, UPS, FedEx, etc. and it must include an electronic copy. If you need to email the electronic copy AFTER you have mailed your original, that is acceptable.
- Can off-shore resources be used for any portion of the development? Yes, so long as they do not conflict with the language in the RFP or any contract awarded as a result of this RFP.
- What process did you go through to arrive at these requirements? The Director of Communications drafted the RFP requirements in consultation with the city's department directors and city administrator. The Director of Communications has been keeping notes over the last 4 years regarding ideas for possible features and functions for the next iteration of our website. He has also been reading and researching user experience best practices and seeking to gain ideas for how to improve our digital government services. The Director of Communications created a list of all the features, functions, and capabilities of our current website, and added to the list with ideas for other potential desired features, functions and capabilities for the next iteration of our website and assigned prioritization to each idea (primary or secondary) as agreed upon by our city's leadership team. The Director of Communications also met with each department director and their key staff to discuss possible website features, functions and capabilities and to understand which software systems our various departments are using and what opportunities exist for integration with a website/app to enable us to streamline staff processes and create better user experiences for our customers. He also reviewed several RFPs for websites issued by other cities to look for other ideas. The Director of Communications then drafted the Scope of Work for this RFP based on this research.

- Did you work with any third parties to arrive at these requirements? If so, are they also bidding for the build of these? No, these requirements have been drafted internally, although we have also looked at several sample RFPs issued by other cities, to be sure we didn't miss anything that would be important to include. Multiple vendors have contacted the City of Nixa and offered to or did provide sample RFPs, however, the RFP we have issued is not designed to replicate any of the sample RFPs we reviewed or to favor any particular vendor, but rather our RFP represents a collection of what we believe to be the best ideas and requirements gathered from our total research and we are confident that our RFP describes the website, app, and system integrations which we desire to provide what we believe to be the best possible digital government services for our community.
- Have these requirements been validated against real users? I'm not sure what this question means. Please clarify.
- Has the design been validated against real users? I'm not sure what this question means. Please clarify.
- What is your measure of success for this project? We stated goals for the project within the RFP (Section 1.4). The more of our goals this project helps us achieve, the more successful we will believe it will be.
- Do you have a proposed budget for this project? We are not yet committed to a total 5-year budget for website/app at this time. We will consider all proposals and may adjust our project budget according to what we decide we need to spend to accomplish our project goals as outlined in the RFP. Final budgets must be approved by city council.
- We recommend using Shopify. Does the Philanthropy MA have another preference? We make clear in the RFP that we are asking respondents to provide a complete description of their proposal and any recommendations. I do not know who "Philanthropy MA" is or why their preference would matter.
- What is the budget target (or not-to-exceed amount) you have identified for this project? We are not yet committed to a total 5-year budget for website/app at this time. We will consider all proposals and may adjust our project budget according to what we decide we need to spend to accomplish our project goals as outlined in the RFP. Final budgets must be approved by city council.
- Are there any site examples that you would want the design to be based on? The RFP states in section 1.2 that: "The design concept renderings are attached as Attachment B, but we are open to your design recommendations and seek to collaborate to develop the best possible visual design and user experience for both our website and app." Attachment B can be viewed here:
<https://www.nixa.com/home/showpublisheddocument/15158/637604651684900000>
 - Do you plan to integrate e-commerce functionality? (e.g., Payment forms, donates, products, tickets)
 - Section 2.1.4.2 describes several e-commerce functionalities which we desire. And section 2.2.3 explains that we desire a single payment portal which is PCI compliant.
 - Do you have any tools such as Salesforce, Eventbrite, MailChimp? or can you provide a list of the current tools that may need to be integrated into the new website. All our existing tools and desired systems which may need to be integrated into our new website and app are described in section 2.3 of the RFP.

- When it comes to the Integration of new technologies, should we recommend or provide a list of any new technologies? **Yes, the RFP states that we want respondents to provide a thorough explanation of their proposal and any recommendations, including new technologies.**
- We would like to mention that considering the scope and size of the project where comprehensive solution (website, departmental business workflows and mobile apps) to be developed, the mentioned timeline of Sept 1st Go-Live is unrealistic. The time required for delivering the complete solution will be of multiple folds. Please confirm if we can propose and the City is willing to accept a timeline beyond the September 1st go-live date as the requirement is pretty extensive? **We are willing to consider all proposals and our decision will be based on options presented by the competing proposals. We are seeking the proposal which best helps us achieve our project goals and we understand September 1 2021 may not be a realistic or achievable deadline.**
- What is the expected budget for this project? Please specify the budget for the project separately for development and maintenance of 5 years. An order of magnitude will help devise the right scale of solution in our proposal. **We are not yet committed to a total 5-year budget for website/app at this time. We will consider all proposals and may adjust our project budget according to what we decide we need to spend to accomplish our project goals as outlined in the RFP. Final budgets must be approved by city council.**
- Please elaborate more on the required business workflows to be impregnated. **Within the posted RFP, we have provided description of desired features, functions, and capabilities for the website and app. We are seeking expert opinions and recommendations in your proposal. The highest scoring proposals will then have an opportunity to dialogue more with us as we seek vendor expertise on best practices for implementation and how to achieve our goals. Our decision will not be made until we have had an opportunity for product demonstration and/or conversations with short listed vendors.**
- Kindly share more details around task assignment and different activities by departments on the assigned task and how the city would like to track these assigned tasks? **Within the posted RFP, we have provided description of desired features, functions, and capabilities for the website and app, including our desire for integration with a software for resource and work order management and tracking. Different departments will have different tasks, differing workflows, and differing quantities of tasks to be tracked. Generally, we want to be able to assign certain tasks to employees, see when the task is in progress, and see when the task has been completed. We have a desire to display some but not all tasks/work order status on the website/app in a way for the public to view that projects or tasks are “pending”, “in progress”, or “completed”.**
- Please provide more details on the areas where online payment integration is required for financial transactions. Also, we would like to know how this is handled in the current website (assuming a third-party payment system is being used) and what information is stored back in the website database related to all such financial transactions. **Our desire is to have online payment integration for any/all transactions relating to various city departments including parks, utilities, planning & development, city clerk’s office, and police. Our current website is managed by Granicus, and my understanding is that the online payment portal integrated with our current website is Authorize.net. I am unsure what information is stored in the website database related to financial transaction. When I log into the CMS, I am able to view certain data for each transaction including:**
 - Transaction type

- Transaction ID #
 - Merchant Account
 - Merchant Transaction ID #
 - Order ID #
 - Date/time of transaction
 - Total fee charged
 - Status
 - Payment status
 - Item and quantity
 - Item price(s) and subtotal
 - Fillable form responses
- Could you please help us understand different processes that need to be digitized to reduce the department paperwork? We would like to learn more about this key focus area. Please share your thoughts in as much detail as you can. Our current website offers online fillable forms which we can custom build, and we have used these online fillable forms to supplement or replace paper forms where possible such as for permit applications. However, our current website does not include legally binding e-signature and therefore we have not built online fillable forms for certain forms which require a legally binding signature. Examples include but are not limited to:
 - Utility billing new customer sign up form
 - Job applications and other HR-related forms
 - Business license application form
 - Background check authorization form
 - Can you categorize the different public audiences who would be accessing your website along with their purpose or key areas they would be interested in when on a website? Key audiences include city residents, Nixa Utilities customers, Nixa Parks visitors/customers, people who have had or seek to have interaction with the Nixa Police, business owners/entrepreneurs, business site-locators, developers and builders, tourists/visitors, job seekers, general public from surrounding areas and across the nation who may be seeking to learn more about our community. Plus, we have the internal audience of city staff and city council members who may need to use content posted behind a log-in portal on an intranet section of the website.
 - Kindly confirm the targeted platform for the new app, would it be iOS and Android for both phone and tablet? Yes.
 - Kindly help us understand the list of events where the citizens are subscribed to receive alert notifications and the delivery mechanism (emails, text, etc.)? Current e-notifications through our website are delivered only by email. We would like to add the ability for citizens to opt in to email and/or text alerts. Notification categories may include (but should not be limited to): Nixa News, Parks News, Police News, Emergency Info, Street Closures, Bids & RFPs, Utility Outage Alerts, Calendar Events.
 - What are the different processes initiated by citizens and businesses with the city and what type of information is attached to Geo-fencing? Kindly elaborate. Citizens might initiate a process by submitting a request, submitting a fillable form or application, scheduling a meeting or appointment with staff, requesting a building inspection or rental inspection, etc. An example of potential use case for geo-fenced notifications might be if we wanted all

residents who came within a certain distance of a property which is being considered for a rezoning process, and we need to notify the public within a certain radius of that property so they are aware of their opportunity to provide public comment regarding the pending rezoning application. Another might be if we had a dangerous police situation involving an armed and barricaded subject in a home – we may want to send a text notification to all mobile phones within a radius of the incident to encourage them to stay away from the incident. Another use case might be if we had an event going on at a park or other public facility and we wanted to generate a geo-fenced invitation to people within the neighborhood to encourage them to attend.

- Regarding two-way communication with the customer, are you looking for a Chat-based solution or this refers to the workflow and business processes between the city and the citizen/businesses? Please elaborate. We are interested in a chat-based solution as described in section 2.1.10 and a workflow which allows customers to submit a form and for us to reply with questions or updates without necessarily needing to reply via e-mail.
- Please share the details around the current login system being used by the city for their citizen, is it a custom build or LDAP or Azure AD or SAML-based authentication, etc.? Honestly this question is beyond my technical understanding of our websites. There are currently different and completely separate citizen login systems for NixaParks.com, Nixa.com, and MunicipalOnlinePayments (the website side of Incode 10 utility billing module built and maintained by Tyler Technologies).
- Please provide more details around the current system being used by the citizen to reporting problems and service requests. And how these requests are addressed/automated for the resolution? There are fillable forms on our current website which citizens may complete. When they click “submit”, an email is automatically generated to certain staff we have assigned to be notified. These features are currently not very user-friendly or sufficiently visible on the website, so they are under-utilized. Beyond the notification to staff that a request form has been submitted, there is no automation to track resolution nor is there a procedure in place for staff to notify the reporting person that their request has been addressed. Staff would have to call or email the reporting person using contact info provided when the person completed the request form.
- Please share a brief workflow for inspection scheduling.
- Current workflow or desired workflow? We would like to be able to show the customer a list of available time slots, so they can select a time slot they wish to request for their inspection to occur. That time slot would be reserved for them and they would need to complete a fillable form to provide us with needed information about the request. Then inspection staff would be able to see a schedule for their day with list of appointments, and the ability to generate notification back to the requester to confirm that the inspector is on the way to the location, or the inspector needs to reschedule the appointment, or that the inspector has completed their inspection. We may want to provide a limited number of AM appointments and a limited number of PM appointments, this way the inspector can decide the best route to take in order to complete all AM inspections before lunch, and all PM inspections before clocking out for the day.
- Regarding event invitation, we believe this is a one-way process, i.e submitting a form with acknowledgment. No further workflow is required here when submitting a form. Correct? Correct.
- Regarding permit/license application, does this module integrate with any internal system for generating the license/permit? Or this will be limited to the application processing workflow

and the rest will be managed outside the system for actual license/permit generation and delivery and delivery tracking? Currently staff take submitted information from the permit application received and perform data re-entry to generate a permit/license separately. We have no delivery tracking currently. We have to call the applicant and ask them to pick up the permit at city hall, or we mail it to them. We are looking for recommendations on ways to improve this workflow, or recommendations for a software which would assist with this workflow and said software should be capable of integration with the website/app and we need to know any cost of creating integration with your recommended solution.

- It seems the scope of work listed is the combination of Nixa.com and nixaparks.com, in case the decision is to just connect <https://www.nixaparks.com/> with the main site, could you please list out all the modules that we should not consider in the evaluation which are already taken care by nixaparks.com. To clarify, our preference is to have a single website which would replace both the existing Nixa.com and the existing NixaParks.com. In the case that the existing features and functionalities provided by RecTrack (Vermont Systems) cannot be matched or exceeded by your proposed solution, we may opt to provide a link from Nixa.com to NixaParks.com. In the case that your proposal recommends keeping the existing NixaParks.com through RecTrack, then Nixa.com would not need any functionality specific to the parks department except an informational page about the Parks Department which would include a link to the RecTrack-managed site. However, our preference is also to have an app which includes functionalities for Parks and all other departments within a single unified app experience.
- Regarding the city's current project and strategic plan, is there any internal system to be integrated or this is and will be managed by website pages/content and documents? There are no internal systems to be integrated regarding current projects or the strategic plan. We anticipate this would be managed through updates to website pages/content using the CMS. We want to minimize reliance on posting PDF documents and instead host content within accessible web pages.
- We would like to know the technology stack being used to develop <https://www.nixaparks.com/>
- I do not understand what is meant by "technology stack". We have provided a list of desired integrations in section 2.3 which describes the technology systems currently used by the city which we anticipate may need to or have the potential to be integrated with Nixa.com in order to create streamlined digital government services and processes. NixaParks.com is provided as a product of RecTrack via Vermont Systems.
- Regarding Job application, are you looking for functionality limited to the job posting and resume submission or the complete process flow of the interview process and selecting candidates? Primarily we need functionality for posting jobs and receiving job applications (fillable within the website and app). Additionally, we are interested to hear included in proposals any recommended solutions which may also include ways to improve the workflow and process for interviews and candidate selection, distribution of job postings to multiple online platforms, and creating a digital workflow for onboarding new employees.
- Kindly provide more details on the current document management system is being used by the city for various business processes and documents listed on the website pages? If I understand the question correctly, the city is currently able to upload documents to the website through the CMS "Document Central" folder. Likewise, the Form Builder function of the current CMS allows us to select an option when creating a fillable form for respondents to attach documents to their submission. Not all city documents are currently

digitized or integrated with or accessible to our website. We currently keep paper records on site according to records retention requirements. We do have a digital system for contract management through IonWave, however, while IonWave offers some capability to provide public viewing of contracts, we don't currently provide public view of any contracts online, we simply maintain the digital archive in a manner where staff can search for a contract. Currently, we would have staff search, locate, and provide a copy of a contract if anyone requested to view a city contract.

- We would like to confirm the list of integration provided in section 2.3 is the only integration to be considered in the current scope as per different citizen services required in the new website? Kindly share additional integration services that the city would have identified and that are not available on the current website. All potential integrations that we currently desire or may potentially need at some point which I am aware of are included in section 2.3. We do want to know about any alternative or supplementary systems you may recommend for integration.
- For data migration, please suggest how many pages or from how many past years should we consider the website content migration? Transaction data migration may be required for data contained in our current website going back to 2016. City staff are working on creating an updated content map and updating/rewriting all web pages. The exact number of pages to migrate should be well under 500. Most of our current website content needs to be reorganized and rewritten, which is why city communications staff are compiling a FlowMapp for the next iteration of our website. This way, once we have the new CMS, we will be able to create pages within the new site according to our new site plan and copy/paste content from the FlowMapp into each page we need to create.
- Can the city provide statistics on the current database size, number of documents, and total document size to be migrated? Our current website currently contains 827 business directory listings, 948 calendar events, 5264 documents (pdf), 36 fillable forms, 1453 images, 71 job posts, 350 news items, 396 pages, 450 RFP posts, 150 staff directory listings, and 32 surveys. I cannot find information regarding database size for our current site.
- Also, please suggest if all the content pages and documents are publicly accessible or there are gated content/files that require authentication to access? Not all current content and documents are publicly accessible. Some require login to access, such as files made available to all staff in the intranet portion of the website. Other files can only be accessed by CMS users upon login to the CMS.
- How many unique templates are used for displaying content on an existing website? There are probably a few dozen unique page templates within our current website, and the Vision CMS we currently use allows us to create custom templates (within certain limitations) using drag and drop widgets which can be configured and arranged on a page template.
- How would you measure a successful website redesign? We outlined our project goals in section 1.4 and we will measure success of this project by our ability to achieve those goals. Success is also dependent on our ability to deliver a product for staff and the public to use which achieves most if not all of our primary and secondary desired capabilities, features, and functions with a high degree of reliability and ease of use.
- Do you have brand guidelines? Will any adjustments or extensions to the brand be included in the scope of work of this project? We are currently developing an updated brand guideline as we are refreshing some aspects of our branding, which we plan to publicly unveil at the go-live time of the redesigned website and app launch. We are tentatively planning to implement the updated brand guidelines across the city concurrently with the website launch.

The brand guidelines are being developed by the Communications Department and a consultant. We will provide the builder of our website and app with all needed logo files, color specifications, font styles, images, etc.

- Under 2.1.2.4, Page 4, the RFP lists Internet Explorer as a required compatible browser. However, Microsoft discontinued support for IE on November 30, 2020. In addition, Internet Explorer (IE) was removed from the list of recommended browsers by Internet Archive on June 1, 2020. Thus, is IE support a requirement of this RFP? Or is Microsoft Edge support sufficient? We understand if Microsoft Internet Explorer cannot be a supported browser due to the points mentioned. However, the other popular and widely used browsers should be supported and our website should be able to work with and keep up with improvements to popular browsers and any newly popular browsers which may arise during any contracted service.
- Would a third-party tool such as Google Translate suffice for language translation? What type of language translation would be required for the City of Nixa? We don't know at this time. We are seeking vendor recommendations to be included within proposals for us to consider.
- Will the city accept the phase-wise implementation approach for the provided scope of work? I am unsure what is meant by "phase-wise implementation approach". If you mean to ask if the city is open to implementation in phases, then yes, I would say we are willing to consider all proposals. The RFP states that we want to understand your recommended implementation timeline. We will compare all competitive proposals.
- What was the investment in the previous website since it was launched? How many iterations of changes have already been done and to what extent, kindly share more information. My understanding is that our contract with VisionLive (now Granicus) began in 2012. 2012-2014 we spent \$12,530 on our website. Then in 2015 we opted to do a redesign, staying with the same vendor, so 2015 through 2020 we spent \$71,984.42 on our website.
- Is there a specific event driving the launch date? Our current contract with Granicus expires September 30, 2021. However, considering the rapid approach of this date, we will likely need to renew our contract with Granicus through at least September of 2022 in order to provide enough time to launch a redesigned website without losing our web presence in the meantime.
- How many visitors does the current website receive every month? According to our Google Analytics, in 2018 we averaged under 8,500 active users each month. In 2019, we averaged just under 10,000 active users each month. In 2020, we averaged just under 13,000 active users each month. So far in 2021 we have averaged nearly 17,000 active users each month. The highest monthly active user number we have seen since January of 2018 was just set in May 2021, at 31,334 active users, which is more than double any other month this year.
- What are the current technical challenges (if any, apart from integrations)? Current technical challenges are related to services desired which are not possible within the terms of our current contract, the desire for improved integrations, and technical issues most of which have been addressed by Granicus and some which have not yet been addressed to our satisfaction including an issue where online transactions conducted through our website are not generating notification emails to appropriate staff.
- How many site administrators will you have? At least 3 and not to exceed 6 CMS users need to have access to all website permissions. Total CMS users (most with limited permissions) may be as high as 20.

- Who developed the requirements specification included in the RFP? If it is a vendor, please provide the vendor name. The Director of Communications for the City of Nixa, Drew Douglas, drafted the RFP requirements in consultation with the city's department directors and city administrator. The Director of Communications has been keeping notes over the last 4 years regarding ideas for possible features and functions for the next iteration of our website. He has also been reading and researching user experience best practices and seeking to gain ideas for how to improve our digital government services. The Director of Communications created a list of all the features, functions, and capabilities of our current website, and added to the list with ideas for other potential desired features, functions and capabilities for the next iteration of our website and assigned prioritization to each idea (primary or secondary) as agreed upon by our city's leadership team. The Director of Communications also met with each department director and their key staff to discuss possible website features, functions and capabilities and to understand which software systems our various departments are using and what opportunities exist for integration with a website/app to enable us to streamline staff processes and create better user experiences for our customers. He also reviewed several RFPs for websites issued by other cities to look for other ideas. The Director of Communications then drafted the Scope of Work for this RFP based on this research.

These requirements have been drafted internally, although we have also looked at several sample RFPs issued by other cities, to be sure we didn't miss anything that would be important to include. Multiple vendors have contacted the City of Nixa and offered to or did provide sample RFPs issued by other cities, however, the RFP we have issued is not designed to replicate any of the sample RFPs we reviewed or to favor any particular vendor, but rather our RFP represents a collection of what we believe to be the best ideas and requirements gathered from our total research and we are confident that our RFP describes the website, app, and system integrations which we desire to provide what we believe to be the best possible digital government services for our community.

- Whose responsibility are content creation and other media assets like videos etc.? The City of Nixa Communications Department is responsible for content creation and creation and uploading of all media assets such as images, documents, and videos to the website. Other city staff as assigned also assist in these tasks if those staff have been granted CMS access in order to assist with updating content for their particular department. Communications Director Drew Douglas and Systems Network Technician Evan Mills currently serve as webmasters.
- Are there any specific ways that you would like to measure the achievement of the desired outcomes and success of this project? Yes, we want to achieve the goals outlined in section 1.4. Achievement of these goals will be assessed by the City Administrator or their designee(s). We are also open to discussion with any vendors regarding key performance indicators (KPIs) upon which success should be measured prior to adoption of a contract.
- What firm(s) currently provide you with existing website support? Granicus.
- Will the incumbent be eligible to bid on this project? Yes.
- Website maintenance expectations are not mentioned. Please share your expectations wrt website maintenance. We expect our website to be maintained to commonly accepted industry standards. Regular maintenance, improvements, and updates should be included in your proposal to ensure reliable ongoing performance. In subsection 4.6.6. of the RFP, we state that we want to see the cost and timing of CMS updates, patches, fixes, and new versions included within any proposals.

- Are you looking for fully managed maintenance support entailing L1 Helpdesk, L2, and L3 support with 24x7x365 coverage? **Yes.**
- Who will be responsible for hosting the website? **We are open to all proposals. Granicus currently arranges for hosting of our website as included in the cost of our contract with Granicus. Please refer to section 2.1.6.**
- We assume hosting infra and maintenance of same will be taken care of by the client. Please confirm. **I am not familiar with the term "hosting infra". Please clarify.**
- What departments are stakeholders in this project? **City Administrator's Office, Communications Department, Finance Department, City Clerk's Office, Police Department, Planning & Development Department, Nixa Utilities and Nixa Public Works Department, and Parks Department.**
- How often will you update content on your website? **Daily.**
- Please describe your technical / IT staff. How many members do you have and what is their level of experience, particularly with backend development. This helps us determine the level of support you may require. **Our city IT department consists of a single full time Systems Network Technician, Evan Mills, supported by contracted IT services firm (Pitt Technology Group). Evan has very limited experience with backend development for websites.**
- We assume that the mobile application will be a new application available and will be created from scratch? **Yes. We presume that proposals may provide for a custom app built from scratch or else some sort of templated app developed based on a proven existing app template or platform. We are hoping it will be possible to have a single shared CMS through which we would be able to manage both our redesigned website and app.**
- Will it support other **languages** as well? Do you have a plan to add multiple languages in the future? If yes, please provide a list. **We would like for users to have the ability to have the pages of the site translated to their language of preference through some sort of automated translation service if possible (we are seeking your proposal regarding recommendations or to better understand realistic possibilities and limitations), however, at this time, we do not have plans to generate multi-lingual content for our website. We do not currently have staff or resources to produce translated content within our organization.**
- Apart from the Google play store and App Store pls provide more details on another store where the app will be deployed. **Any popular app stores which may exist now or arise in the future should be accounted for. Today, the Google Play and Apple App store would be the primary app stores we are aware of where our app should be made available. We want to account for the continual evolution of technology and trends and in the case some highly popular alternative app store should arise, we would desire for our app to be available there as well.**
- Who will be responsible to upload the app to respective stores (Android & iOS)? **We are open to all proposals. We assumed the vendor responsible for building/maintaining our app would upload it to these stores, however, we are open to recommendations and will compare all competitive proposals.**
- Are there specific devices that the application **must** be tested on? If Yes, please provide details on the make/model of the devices. **iOS devices and Android devices both smart phones and tablets released within the last 5 years should be able to operate the app successfully with continual support for all updates to these mobile operating systems. A device less than 5 years old operating the most recent operating system update should be able to use the app without technical difficulty.**

- Please specify the preferred mobile framework for development. Native SDK (iOS/ Android) or Hybrid framework (Flutter, React Native, or Ionic)? **We are open to all proposals.**
- What are the minimum **OS and Device support** requirements for both iOS and Android? **App should be easily accessible and usable on all popular mobile devices. We are seeking a firm with technical expertise which can provide us with recommendations as part of their proposal.**
- Similarly, are there any Android wear or Apple watch requirements? **Not at this time, though we are open to all proposals.**
- Are there expectations about whether the app will work in online and/or offline mode? **We understand that many of the desired functions, especially for purchasing or interacting with city data, would require online mode. We are open to all proposals regarding which app capabilities may be able to work or should be able to work even in offline mode.**
- Will the mobile app support **portrait/landscape orientations**? **It should support portrait orientation primarily, with the ability to play fullscreen videos in landscape orientation.**
- Do you have any predeveloped complaint system available or it will be developed from scratch? **Complaint system for what? We get lots of complaints about a lot of different things. I presume you are referring to complaints regarding website or app. We would at minimum need the ability for users to generate a complaint/service request email which would go to our webmasters on city staff. We would then forward technical complaints on to the vendor contracted to serve as website/app support team as necessary.**
- Report a Crime - Is there is any REST API available or need to be developed by AgreeYa? Also please provide more details on a two-way conversation. **I am not sure what a REST API is. We would want a website or app user to be able to submit a crime report and for an officer to be able to communicate back to the person who submitted the report without having to resort to calling or emailing based on contact information provided within the report. We have experience in the past with people not providing accurate phone numbers or email addresses, so it would be helpful to have either a chat function or some other messaging system through the website/app by which we can reply directly to the user who submitted a report to us.**
- Which will be the preferred map – _Mapbox, ArcGIS **ArcGIS is preferred.**
- What are the various licenses and permits? Are they listed somewhere in the system? **Permits and licenses issued by the city of Nixa include but are not limited to: building permits, special event permits, garage sale permits, business licenses, dog and mini pig tags, golf cart permits. Visit our current website to learn more about existing application processes for each.**
- What kind of Parks programs are there? How the family can join those programs after registration and payment? Will there be a calendar for these programs? **Visit NixaParks.com to see the variety of parks programs offered. You can also see how the calendar of programs and events is currently displayed in our existing system at NixaParks.com.**
- What all things will city calendar list is there is any specific calendar to be shown? **View our existing calendar at Nixa.com to get a sense of the types of events we post to our city calendar.**
- Is there any preference for a **push notification service**? For ex- One-Signal, Firebase, etc. **We are willing to consider all proposals regarding the best way to implement push notifications.**
- Assuming the app features and functions will be dynamic and can be managed from the website but it will be the same for all the users. Please provide more details on this. **Section**

2.1.4 describes some of the app features and functions we wish to have. Section 2.2.2 describes that we prefer to have a single CMS to control and update content for both the website and the app.

- Is the City open to implementing the work using a combination of resources – _Onshore (Within USA)/Offshore (resources outside the USA) **We are willing to consider all proposals.**
- Can the entire work be done remotely without the local Onsite presence of any resources in the client office for the entire project duration? **We are willing to consider all proposals.**

By: 
City of Nixa, Purchasing Manager

BIDDER/OFFEROR has examined copy of this Addendum, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

RETURN THIS PAGE

**EXHIBIT B**

Proposal

Planeteria Media**Date:** October 14, 2021
Customer ID: NIXA**To:** City of Nixa
1111 W. Kathryn Nixa, MO 65714
P: 417.725.3785 E: sewing@nixa.com

Design Phase	Description	Hours	Rate	Line Total
1	Discovery	20	\$ 110.00	\$ 2,200.00
	Questionnaire & Documents	5	110	550.00
	Kickoff	10	110	1,100.00
	Moodboard	5	110	550.00
2	Information Architecture	80	\$ 110.00	8,800.00
	Sitemap & Page Types	30	110	3,300.00
	Wireframes (All Page Types)	50	110	5,500.00
3	Visual Design	80	\$ 110.00	8,800.00
	Website Style Guide: Colors & Typography	10	110	1,100.00
	All Page Design Mockups	70	110	7,700.00
4	Content Strategy & Migration	90	\$ 110.00	9,900.00
	Mapping Content & Content Sanctuary	25	110	2,750.00
	Content Editing & Compiling	25	110	2,750.00
	Content Migration	40	110	4,400.00
5	Development	115	\$ 110.00	12,650.00
	Server, CMS Setup & Template Development	70	110	7,700.00
	Quality Assurance	25	110	2,750.00
	Beta Site & Initial Training	20	110	2,200.00
6	Quality Assurance & Launch	25	\$ 110.00	2,750.00
	User Feedback & Feedback Implementation	10	110	1,100.00
	Content Edits & Launch	15	110	1,650.00
7	Post Launch Monitoring & Training	20	\$ 110.00	2,200.00
	Post Launch "Hyper-Care" Monitoring	5	110	550.00
	Hands on Training & Video Training Library	15	110	1,650.00
Design & Development Total				\$ 47,300.00
Yearly Managed Maintenance (Optional)				\$ 5,280.00
Yearly Hosting (Optional)				\$ 2,100.00
Additional Services				\$110/ Hour
E-Alerts Add On	E-Alerts Mass Notification System (Set-Up)	25	\$ 130	3,250.00
	3,000 Text Messages & 40,000 Emails Per Month			50.00
	Additional Cost 1,000 Text Messages & 10,000 Emails Per Month			10.00

Year One Total Cost \$ 58,530.00

The price quoted encompasses all scope of work as a fixed price and will not exceed the quoted amount. Bench Mark Payments: When certain stages of the project are completed, agreed upon payments will be invoiced.

Payment schedules can be arranged.

Thank you for your business!

110 Stony Point Rd #225, Santa Rosa, CA 95401, Phone/Fax 707-843-3773 sales@planeteriamedia.com