



TRUE ALTITUDE

True altitude is the actual elevation above mean sea level. It is indicated altitude corrected for non-standard temperature and pressure. Our city is growing to embrace our **true altitude**. The functions that are non-standard and create pressure and inefficiencies are grounds for innovation.

WEBSITE DESIGN AND CMS RFP #19-137

RESPONSE DEADLINE MAY 21

CITY OF SYRACUSE

BEN WALSH, MAYOR

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TRUE ALTITUDE

True Altitude is the actual elevation above mean sea level. It is indicated as altitude corrected for non-standard temperature and pressure. Our city is growing to embrace our **true altitude**—a distance above our flat, two-dimensional mean of navigating a dynamic world of resident and public need. In our journey to our true altitude, the functions that are non-standard, not human-centered, and create pressure and inefficiencies are grounds for innovation.

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WEBSITE DESIGN AND CMS RFP #19-137

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CITY OF SYRACUSE

BEN WALSH, MAYOR

REQUEST FOR PROPOSALS
RFP REFERENCE # 19-137(A) WEB DESIGN SERVICES
RFP REFERENCE # 19-137(B) CONTENT MANAGEMENT SYSTEM

FOR THE CITY OF SYRACUSE, NEW YORK

ONE (1) ORIGINAL AND SEVEN (7) COPIES OF THE PROPOSAL, ALONG WITH ONE (1) ELECTRONIC COPY OF THE PROPOSAL ON A USB DRIVE,

MUST BE RECEIVED PRIOR TO 2:30 P.M., LOCAL TIME,
TUESDAY MAY 21, 2019
AT THE FOLLOWING ADDRESS:

OFFICE OF MANAGEMENT AND BUDGET
DIVISION OF PURCHASE
ROOM 213, CITY HALL
SYRACUSE, NEW YORK 13202
ATTN: MARY E. VOSSLER, DIRECTOR

NO EXCEPTIONS

SPECIAL NOTE

PROPOSAL PACKAGES MUST BE SEALED AND CLEARLY MARKED ON THE LOWER LEFT FRONT CORNER OF THE PACKAGE WITH THE RFP TITLE AND REFERENCE NUMBER AS LISTED BELOW:

RFP REFERENCE #19-137
WEB DESIGN SERVICES AND
A CONTENT MANAGEMENT SYSTEM
FOR THE CITY OF SYRACUSE, NEW YORK

PLEASE PRINT THE WORDS "ORIGINAL" ON YOUR ORIGINAL PROPOSAL ALONG WITH THE STATED DATE AND TIME. PROPOSALS MUST CLEARLY INDICATE THE RESPONSIBLE COMPANY'S STATUS AND BE SIGNED BY AN INDIVIDUAL AUTHORIZED TO ENTER INTO AND BIND THAT COMPANY INTO A CONTRACTUAL AGREEMENT.

PROPOSALS RECEIVED BY THE DUE DATE AND TIME WILL BE RECORDED IN PRIVATE AT THE CITY OF SYRACUSE DIVISION OF PURCHASE AND GIVEN TO THE APPROPRIATE CITY OF SYRACUSE PERSONNEL. PUBLIC ATTENDANCE IS NOT PERMITTED.

**NOTICE TO PROPOSERS
EXCEPTIONS & DOCUMENT RETENTION**

Please retain a copy of this complete document for your records.
This is the only copy you will receive.

This Request for Proposals (RFP) does not commit the City of Syracuse to award a contract. All costs incurred in the preparation of a proposal shall be incurred by the Proposer. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part, or in its entirety, the RFP process if the City deems it is in its best interest to do so. The RFP is performance based, and if awarded, a contract will be awarded with the Proposer who can best meet the City's needs as identified in this RFP.

You will be forwarded notice of the awarded items only. The City of Syracuse reserves the right to waive any formalities and to reject or negotiate any and all proposals without assigning any reason.

Please be advised that any exceptions to these specifications may be cause for your proposal to be disqualified.

Any and all exceptions to this specification must be clearly and completely indicated. Attach additional pages if necessary.

Various reports, exhibits, information and data furnished by the City of Syracuse to the responding proposers are considered confidential. The City of Syracuse requires that confidential information not be made available to any individual, firm or organization without the prior written approval of the City of Syracuse.

There shall be only one contractor, under whose auspices the proposal is submitted and who must assume all liability and responsibility for achieving the specified performance levels in this RFP. Any subcontracts for essential services, between the Proposer and separate entities, must be pre-approved in writing by the City and shall be described within the proposals.

SECTION 1.0 PURPOSE

The City of Syracuse is the 5th largest City in New York State. It is the epicenter of New York, located in Onondaga County, in Upstate New York. The City is known for its expanding tech/start-up industry; rapidly growing downtown business district; and is in the center of the region's largest network of public and private academic institutions, researchers, and thought-leaders.

A. Challenges

The technology the City uses to communicate with residents and deliver City services is evolving. The City's public facing website and all 6,600 indexed pages are built on an outdated content management system that is incompatible with the best ways to deliver government services. The website was built in 2008 on the Ektron content management system and receives approximately 34,000 visits per month with 35% of visitors accessing syrgov.net from a mobile phone although the site is not mobile responsive. The existing site uses deprecated HTML rules, cannot integrate with evolving web-based solutions, and is unable to assist the City in providing high-quality customer service that meets a city with elevated expectations from City government.

B. Opportunity

As the technology around us changes, so is city government. Departments are making data-driven decisions to deliver services each day. As our departments grow to evolve in how they are using data and technology, our most powerful vehicle for connecting with our City is not. Our website is the most powerful vehicle for reaching the one million people in our region, but using that vehicle is a turbulent experience for city officials and residents. A change in technology is needed to communicate and engage citizens.

The City of Syracuse now seeks to embrace a digital brand and content management system to reimagine the City website, syrgov.net, for constituents and city staff. The City seeks partners who are excited about the evolving and innovative trends of our city and who desire to partner in creating a website that is an improvement in design, functionality, user-navigation and user-experience. The new syrgov.net is intended to help the City realize a true altitude of innovation, high-quality delivery of City services, and digital citizen engagement.

C. Intention

It is the intention of the City of Syracuse to solicit proposals from qualified vendors to provide web design services and a content management system for a new City of Syracuse website.

D. Proposal Submittal Requirements

Only complete proposals, addressed to Ms. Mary E. Vossler, Director of the Office of Management and Budget, Division of Purchase, Room 213 City Hall, Syracuse, New York 13202,

that are submitted prior to or by the appointed the date and time at the designated delivery address in this RFP will be considered valid.

SECTION 2.0 INSTRUCTIONS TO PROPOSERS

1. Please indicate company name on top of all proposal copies.
2. The non-collusive certification page and the signature page must be completed, signed and returned with your original proposal.
3. Please retain a copy of this complete document for your records. This is the only copy you will receive. You will be forwarded notice of the awarded items only. The City of Syracuse reserves the right to waive any formalities and to reject or negotiate any and all proposals without assigning any reason.

Send Sealed Proposals to:

Ms. Mary E. Vossler
Director of the City of Syracuse Office of Management & Budget
Division of Purchase
Room 213 City Hall
Syracuse, New York 13202

This Request for Proposals (RFP) does not commit the City of Syracuse to award a contract. All costs incurred in the preparation of a proposal shall be incurred by the Proposer. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part, or in its entirety, the RFP process if the City deems it is in its best interest to do so. The RFP is performance based, and if awarded, a contract will be awarded with the Proposer who can best meet the City's needs as identified in this RFP.

4. Submit a complete and accurate proposal. Where documentation or response is incomplete or silent, it shall be assumed that the proposal is deficient.

If it becomes necessary to revise or expand any part of this RFP, an addendum will be provided to all Proposers that are listed with the Division of Purchase as having obtained the RFP.

5. Proposers must submit a list of at least three (3) professional references where similar services have been provided during the past five (5) years.

SECTION 3.0 PAGE EXHIBITS

Provide the specified exhibit materials in the following manner:

- **Present all materials in order, using the subsequent designations used herein.**
- **Number all sheets in sequence.**

EXECUTIVE PAGES (SECTION 1-4)

1. Introduction

- A. **COVER LETTER:** Please describe your interest in this RFP and what solution you hope to provide to the City of Syracuse. Cover letter should identify if your firm is proposing for Web Design Service or Content Management System Services or for both web design service and Content Management System Services.
- B. **TITLE PAGE:** Project Name, Name of Company and/or Person Proposing, Address, Phone Number, Email Address, Submittal Due Date.
- C. **TABLE OF CONTENTS** a navigation of your proposal response
- D. **EXECUTIVE SUMMARY** a summary of your proposal

In your cover letter, please provide a brief introduction highlighting why you would be a good partner for the City on this project. Please ensure your cover letter is on letterhead and has contact information, including name, title, address, e-mail and phone number.

2. Firm Overview / Company Qualifications

Describe your organization's history, structure, strategy and work. Focus on your ability to be a good partner on this project.

- 1) **Please provide a firm profile**
- 2) **List any relevant awards your company has received**
- 3) **You may provide a high-level summary of your company's fiscal success. Please acknowledge that detailed company financials will be disclosed in the RFP in the appropriate area.**
- 4) **Include documentation of your insurance coverage**
- 5) **Have you ever had a contract terminated for default during the past five (5) years, or have been involved in litigation regarding a contract?**

3. Staffing / Team Qualifications

Describe the team that would work on this project. Include a list of proposed key team members. Make the case for why they will be great partners on this project. Note if any staff will be located near Syracuse or will need to be in or near Syracuse.

Please provide bios, resumes or whatever you think best highlights the strength of the team that would be working on this project. Let us know how the team would be structured; if your team includes multiple firms, please let us know how long you have worked together. For legal purposes, we will need you to designate one firm as the prime contractor and all others as subcontractors.

- 1) **Specify a project manager and contact person to coordinate the services for the City of Syracuse.**
- 2) **Resumes of Skilled Team – Vendor will supply a team of user experience, design and development professionals to supplement the development process led by the project manager. This team should include staff members performing design, user experience, web development, navigation and information architecture, accessibility and support, and training.**

TEAM QUALIFICATIONS REVIEW CRITERIA

Qualifications will be reviewed based on a variety of criteria including but not limited to the following:

1. The education, experience and expertise of the firm’s principals and key employees;
2. The firm’s specific experience, stability, and history of performance providing web design services, Content Management System services, ;
3. The firm’s specific experience and history of performance in the City of Syracuse;
4. The firm’s understanding of the City’s proposed scope of work and their project approach;
5. Ability of a firm to meet the required response times;
6. Availability of adequate personnel to perform the required emergency ambulance transport services expeditiously; and
7. The recommendations and opinions of the firm’s previous clients.

4. Solution Overview & Technical Proposal

In this section, tell us what solution you are proposing to the City of Syracuse:

RFP REFERENCE # 19-137(A) WEB DESIGN SERVICES

RFP REFERENCE # 19-137(B) CONTENT MANAGEMENT SYSTEM

You may offer solutions for both. If you are choosing to provide solutions for only 1 service, please describe how your team will deliver on your scope of work as a partner to the city. This section is an overview on how your proposed solution meets and/or exceeds our design or platform needs. Detail your plans for the scope of work by answering questions around implementation, defined work plans and project organization.

5. **Project Timeline**
6. **Experience/Portfolio**
7. **References**
8. **Project Budget**
9. **Evaluation Factors**
10. **Terms**

A NOTE ON RFP RESPONSE WRITING STYLE

- Be concise.
- Use graphs, mock-ups, timelines, and links to your work to support your proposal.
- Ensure your responses propose a solution to all 5 objectives in the Scope of Work if you are submitting for both (A) Design Services and (B) Content Management System.

- 1) Understanding the limitations of syrgov.net
- 2) An approach to designing a new site
- 3) A content management system solution
- 4) and recommendations for ongoing support
- 5) Commitment to Public Engagement

If your firm is submitting a solution for only one identified need within RFP #19-137, please reply to that section with “Our firm is not submitting a solution for this service.”

PROPOSAL REVIEW CRITERIA

Upon receipt of proposals, a project committee will review each proposal and recommend award. The award is subject to the approval of the Mayor and the Common Council of the City of Syracuse. Proposals will be reviewed on the basis of competency, experience and qualifications, previous experience (including work for the City of Syracuse, if any), and ability to perform the services required. The Proposer should be willing and able to provide additional information that may be required by the screening committee.

SAMPLE AGREEMENT

After the Mayor and the Common Council of the City of Syracuse have approved the award of a contract to the selected Proposer, an agreement will be drafted by the Law Department’s Office of the Corporation Counsel. The standard agreement is included to expedite the contractual negotiations should a project advance with approval by the Mayor and Common Council. We encourage firms to use this sample agreement or submit to the City a standard agreement.

The selected Proposer is expected to enter into the Agreement as it is provided. All final language is subject to the approval of the Corporation Counsel.

SECTION 4.0 SCOPE OF WORK

4.1 OBJECTIVE: REPORT ON YOUR UNDERSTANDING OF THE LIMITATIONS OF SYRGOV.NET

Understand the limitations of syrgov.net as it pertains to constituents, business stakeholders, and city departments.

We are seeking: a brief report stating the site limitations of syrgov.net. Please include:

- (1) overall site architecture challenges
- (2) identify the various page types you observe on our site
- (3) describe 3 user scenarios of syrgov.net users
- (4) specify what your team would propose changing to meet the City of Syracuse's needs

While we expect this phase to be research-informed, we encourage partners to take a leadership position on technical and design elements.

Support: We performed small focus groups with department heads and have documented complaints from content editors. [Those resources are available here.](#) We have also included a list of technical requirements that further detail needs and requirements within each objective in this scope of work. That list is Section 5.0 Requirements.

4.2 OBJECTIVE: DEVELOP A PROPOSED DESIGN, COMPLETE WITH ASSUMED CITY BRAND AND ASSETS TO TRANSLATE THE CITY'S DIGITAL PRESENCE. We want this design to be reflective of the values of the City and the aspirations of this project. The design must be easy to maintain and update and be flexible to adapt to changing user needs. This is not a final design. This will show our review committee how your team envisions executing this project. Design elements must be optimized for all modern browsers and built using mobile responsive design. All design elements must also comply with ADA accessibility guidelines (WCAG 2.0 and Section 508).

In your 4.2 section, we are seeking:

- 1) A proposed new overall site architecture for syrgov.net which includes navigation to other syrgov.net sub-domains as described in **Technical Requirements** section **4.6.2H**.
- 2) Recommended user journeys for up to 5 city services we desire to feature as described in **Technical Requirements** Section **4.6.2I Featured City Services**.
- 3) A preview of original design assets to convey the city's brand: icon samples, treatment of color, elements, typography, sample photography, and a rationale for the proposed digital brand and new website.
- 4) Wire frames and mock-ups for at least 7 of the 14 **Key Pages** identified in **Technical Requirements** section **4.6.2I Key Web Pages**.

Support: We can provide the [City's Brand Guidelines](#) and [Guiding Principles](#).

4.3 OBJECTIVE: SUBMIT WEB DEVELOPMENT PLAN AND APPROACH; EXPLAIN PROJECT EXECUTION PROCESS, CONTENT MIGRATION, and FUNCTIONAL REQUIREMENTS OF CMS, FEATURES, AND SUPPORT FOR INTEGRATIONS.

The City will work with our selected partner(s) to launch a beta version of the redesigned syrgov.net. The beta site will feature prominent pages, integrate with existing city services and portals, and meet the technical needs of city departments in a growing data-driven city. We will want to see at least two user journeys mapped to frequently used citizen content. The City will gather targeted public feedback on function, design, and navigation. We will use this feedback to inform in the development of the site. Provide plans for migrating content from the existing site to the new website while working with key departments to integrate their forms, content, photography and api integrations currently being utilized.

We are seeking a plan for implementation and design, the installation of the proposed Content Management System; CMS solutions may be proprietary or open source. Web developers will need to coordinate with the City on APIs and other solutions that promote self-services.

- (1) Provide a project plan that addresses information architecture, development (including hosting partners), and project coordination.
- (2) Explain how the proposed CMS will meet the needs identified in **Section 4.6 Requirements**.
- (3) Identify non-profit or government websites (or similar) within your team's portfolio that utilize the proposed CMS and demonstrate features we have identified wanting to see in syrgov.net. Please provide links to pages that mirror the content of some Key Pages we have identified in **Section 4.6.2I Requirements**.

4.4 OBJECTIVE: IDENTIFY SOLUTIONS FOR SUPPORTING CONTINUED IMPROVEMENT AND ITERATION ACROSS OTHER CITY-OWNED DOMAINS.

We pride ourselves on being consumer-driven and making data-driven decisions. Syrgov.net will become a tool for delivering city services and thus is a critical investment. We want to learn from this experience and continue to manage the digital presentation of the city as well as continue offering online services for constituents even after relaunching syrgov.net.

We are seeking:

- (1) A one-page narrative of how you can partner with the City to support future launches for pages identified in **Section 4.6.2H**.
- (2) An estimate for ongoing supporting at an hourly rate.
- (3) Training on the recommended CMS. Provide a Training Guide on your proposed CMS solution and how you would direct the City to technical information for City of Syracuse content editors. Include the Table of Content of any existing guide or manual your firm uses.
- (4) a 1-page to 2-page Best Practice guide for conducting user-testing and incorporating user feedback into future integrations and website launches

4.5 OBJECTIVE: COMMITMENT TO PUBLIC ENGAGEMENT

The City has a commitment to governing with consideration to quality constituent engagement and response. We value resident input. It is important to us to know that our selected vendor(s) understand our commitment to constituent engagement and where possible, without affecting the timeline or budget of this project, support public engagement in the design or implementation of this project.

Please provide a statement on whether your firm has experience including public engagement in the design or development stage of your past work or would have any concerns about including targeted public engagement in the implementation of this project. If you are recommending public engagement or input within your proposal, please indicate where and why you felt it would add to the value of this project. Any engagement with city departments and/or the public will be supported by the City's Communications Office.

SECTION 4.6 TECHNICAL REQUIREMENTS

Use this column as a checklist to inform your answers to Section **4.0 Scope of Work**. Answer 'Yes' or 'No' in the far-right column of the table.

Section	Criteria	Description	Are you addressing this? (Y)/(N)
4.6.1	Technical Needs		
4.6.1A	Technical Needs	Comprehensive management of content and taxonomy	
4.6.1B	Technical Needs	Support across the latest versions of popular browsers?	
4.6.1C	Technical Needs	Advanced Site Search	
4.6.1D	Technical Needs	How does your solution support Search Engine Optimization of content	
4.6.1E	Technical Needs	A web analytics dashboard	
4.6.1F	Technical Needs	Infinite Page Structure	
4.6.1G	Technical Needs	Infinite menu levels	
4.6.1H	Technical Needs	Broken Link Review	
4.6.1I	Technical Needs	Creation of user-Friendly URLs	
4.6.1J	Technical Needs	Spell Check	
4.6.1K	Technical Needs	Language Translation	
4.6.1L	Technical Needs	Meets Web Content Accessibility Guidelines (WCAG) / ADA compliance	
4.6.1M	Technical Needs	Responsive design	
4.6.1N	Technical Needs	Solutions to address security concerns	

Section	Criteria	Description	Are you addressing this? (Y)/(N)
4.6.1	Design		
4.6.2A	Design Inspiration	How would you describe the city's brand?	
4.6.2B	Design Inspiration	What municipal website is your design inspiration? Why?	
4.6.2C	Design Approach	How would your proposed design improve user experience online?	
4.6.2D	Design Approach	How do you intend to test the efficacy of your proposed design?	
4.6.2E	Design Approach	Will your design solution include multiple concepts or allow for at least 3 iterations of a design?	
4.6.2F	Design: UX/UE	How do you intend to translate the City of Syracuse's Brand into a digital Brand?	
4.6.2G	Design: UX/UE	How would your design reorganize the City of Syracuse existing website architecture?	
4.6.2H	Design: UX/UE	The city of Syracuse has subdomains and redirects residents to several third-party sites. What is your solution for how we include these sites into our navigation in an organic way? Our City Blog ourcity.syr.gov.net City Service Requests (2021) cityline.syr.gov.net Business Portals (2022) business.syr.gov.net Permitting Portal (2020) (Third-Party) syracuse.opencounter.com Parks and Recreation (2020) Third-Party syracuse.recdesk.com docupet.syr.gov.net Police Department (In Current Redesign) syracusepolice.org will become syrgov.net/police joinSPD.syr.gov.net Innovation Team (In Current Redesign) innovatesyracuse.com will become syrgov.net/innovation Performance Dashboards dashboards.syr.gov.net Open Data Portal (TBD) data.syr.gov.net City Charter municode.com/resources/gateway.aspx?productId=10074	

Section	Criteria	Description	Are you addressing this? (Y)/(N)
4.6.1	Design		
4.6.2l	Design: UX/UE Key Web Pages	Please show us a mock-up of how your design solution would be applied to the following Key Web Pages? In instances where pages do not exist as independent pages yet, we refer to the link where content for that page can be found. (1) Home Page http://syrgov.net (2) Service Desk http://www.syrgov.net/Services.aspx -include content from Judgements http://www.syracuse.ny.us/Judgments.aspx -include content from Paying Taxes, Parking Tickets, and Water Bills (https://pay.xpress-pay.com/?org=4B7CABFD69964E5) (3) Common Council http://syrgov.net/Common_Council.aspx (4) Mayor's Office http://www.syrgov.net/City_Hall.aspx (5) Living in Syracuse http://www.syrgov.net/Living.aspx (6) Business Portal http://business.syrgov.net (7) Syracuse Police http://syracusepolice.org which will become syrgov.net/police (8) City Clerk http://www.syrgov.net/City_Clerk.aspx (9) Neighborhood and Business Development http://www.syrgov.net/Neighborhood_and_Business_Development.aspx (10) Public Works http://www.syrgov.net/Dept_of_Public_Works.aspx (11) Innovation Team http://innovatesyracuse.com (12) Public Meetings and Notices http://www.syracuse.ny.us/Public_Meetings.aspx (13) RFPs / Bids http://www.syracuse.ny.us/Purchasebid.aspx (14) News http://www.syracuse.ny.us/Mayor_Press_Releases.aspx	

Section	Criteria	Description	Are you addressing this? (Y)/(N)
4.6.2J	Design		
4.6.2K	Design: UX/UE	The City's focus on equity extends to how the city is viewed. The website is the city's "front door" yet the city does not have a ready stock of photography that features neighborhoods and corridors. Nearly all the city's marketing photography is of the Downtown Business District. How would photography be used in your design? If the city cannot provide content in the area of high-quality images and photography, how would your team fit this need?	
4.6.2L	Design: UX/UE Featured City Services Criteria #2	The city is seeking to prominently feature the following city services as self-service functions: - Registering your dog for a license - Paying judgements, taxes, parking tickets, and water bills - Subscribing to public meeting calendars - Registering for business permits - Making a city service request via cityline.syr.gov.net How would your design solution help user navigate to these frequently used services?	
4.6.3	Design Accessibility		
4.6.3A	Design: Accessibility	Demonstrate how your proposed design approach will translate to other platforms? Tablet? Mobile?	
4.6.3B	Design: Accessibility	According to the <u>City of Syracuse Poverty Analysis: Below the Line</u>, nearly 50% of residents do not have access to broadband internet access. How will your web design layout be mindful of loading times for residents who will access the website on 3G mobile devices?	
4.6.3C	Design: Accessibility	How will your design address requirements of the <u>Americans with Disabilities Act, Section 508 guidelines?</u>	

Section	Criteria	Description	Are you addressing this? (Y)/(N)
4.6.4	CMS Solution		
4.6.4A	CMS	Build Key Page Templates for pages identified in Design: UX/UE Key Web Pages	
4.6.4B	CMS	Set-up user roles and permissions? Permissions should extend to menus as well as pages.	
4.6.4C	CMS	Provision a set of identified content blocks (widgets, if available) for use throughout the site	
4.6.4D	CMS	Provision content blocks, integrations or modules for the following: a. social networking b. contact forms c. payment processing (the City uses InvoiceCloud and GovPortal for payment processing) d. video playback e. embedded forms f. embedded maps from ArcGIS g. location services h. online voting or polling	
4.6.4E	CMS	Support domain mapping ability	
4.6.4F	CMS	Migrate content: links, images, and forms	
4.6.4G	CMS	Support the ability to schedule content and have content expire	
4.6.4H	CMS	Provision the proposed solution to allow for recovery of deleted content?	
4.6.4I	CMS	Provision the proposed solution to limit the number of licenses available to an organization?	
4.6.4J	CMS	Provisioning complex online form submissions and workflows such as responding to RFPs online or Job applications online?	
4.6.4K	CMS	Setup an emergency alert or notification system on this CMS?	
4.6.4L	CMS	Provision a way for residents to sign-up for notifications and public notices from specific departments?	

Section	Criteria	Description	Are you addressing this? (Y)/(N)
4.6.4	Design		
4.6.4M	CMS	Prepared to offer alternatives to managing documents	
4.6.4N	CMS	Able to setup a blog on this CMS?	
4.6.4O	CMS Adaptability	The City has about 39 departments, divisions, and authorities all of which publish information online. We interviewed a diverse sampling of departments and would like to share their responses about their communication needs with vendors. Click here to read their responses. Below is also an overview of how departments engage with hosted content online. To view this click here.	
4.6.4P	CMS Learning	62% of city departments have content editors to manage information on their pages.	
4.6.4Q	CMS Learning	56% of departments with content editors were trained in-house on the Ektron CMS and do not have prior coding/programming experience	
4.6.4R	Intuitive integration of CMS and existing services	21% of departments deliver a city service online and may need solutions to integrate the CMS with payment processing software or software used to complete other services online.	
4.6.4S	Intuitive integration of CMS and existing services	31% of departments host frequently downloaded forms online; these do not include public notices. These are forms that must be processed in person.	
4.6.4T	CMS Document and Notifications System	69% of departments manage online reporting and public notice requirements. Departments without a content editor submit their content for updating to either IT or the Marketing Office.	
4.6.4U	CMS Calendar Management or Integration with Google Calendar	The city currently uses Google Calendar to manage events and public meetings. It is easily searchable yet challenging to display multiple calendars.	

Section	Criteria	Description	Are you addressing this? (Y)/(N)
4.6.4	Design		
4.6.4V	CMS Solutions and Security	Who would you identify as a hosting partner? Hosting Data Center and Backup Data Center – The hosting platform must be in a certified data center with multiple layers of security access, redundant ISP providers, backup power and redundant generator, and firewall protection.	
4.6.4W	CMS Solution	Web and Database Servers – explain the web server and SQL database server configuration that will be used.	
4.6.5	Ongoing Support		Have you included these answers in Section 4.4 responses?
4.6.5		Describe proposed offering and solutions for future growth and ongoing support. Include pricing information in a separate cost proposal.	
4.6.5		Do your solutions for ongoing support include online help and training videos?	

SECTION 5.0 TIMELINE

5.1 Project Schedule

Please provide a 1-page schedule of your proposed schedule along with a brief explanation of your timeline. Indicate whether you can meet the go-live dates and milestones indicated by the City of Syracuse below in red.

APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEP 2019	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	DEC 2020
RFP/Contract Award			Design and Predevelopment			Front/Back End Development (Dev) → BETA Launch									DEV → Final Launch	
Phase I						Phase II									Phase III	

The desirable completion date for Phase I of project is **approximately Q1-Q2 2020.**

The need-date for Phase II of project is approximately **June 2020.**

Bidders may propose dates earlier or later than milestones identified; schedules will be evaluated accordingly.

5.2 The redesign of syrgov.net will happen in three phases.

Phase I: City will partner with a vendor who will provide design solutions for a new syrgov.net. The City will also partner with a vendor to implement a new content management system by which to build the recommended design solutions. The selected CMS firm will build out key pages and page templates needed to launch a live beta-site before implementing an alpha site.

Phase II: The Beta site will allow the City and selected partner to engage in targeted constituent engagement around the initial design and navigation of the site. The City will work with its vendor(s) to make minor design adjustments or functional adjustments to meet constituent and city content editors' needs. The City will continue to migrate existing content from the redesigned syrgov.net and work with other City departments to improve content or create new content as well as coordinate needed api integrations.

Phase III: The City will identify and resolve critical constituent feedback from the Beta Phase. The city will prepare an Alpha switchover as well as identify solutions to support the redesigned website. The city will identify priority services for continued digital improvement and resources for continued iterations of syr.gov and launches of other domains and assets.

SECTION 6.0 EXPERIENCE PORTFOLIO

The City of Syracuse will rate proposals with consideration to relevant past performance /experience. Please include examples of past relevant work citing similarities in scope of work and providing brief descriptions.

SECTION 7.0 REFERENCES

The City of Syracuse will rate proposals with consideration to past relationships with clients. Please include a list of at least 3 to 5 past clients who can attest to your firm's partnership.

You are permitted to combine sections 6.0 and 7.0.

SECTION 8.0 PROJECT BUDGT

Each proposer shall provide a detailed cost proposal including: A detailed summary of the costs to provide the services for which proposer is submitting the proposal. The cost proposal shall include an annual rate and an hourly rate. Indicate how (if at all) these rates may be adjusted during the term of the engagement. Include costs for any options/recommendations that you propose that are above and beyond the requirements listed in this request. Describe your proposed billing practices.

SECTION 9.0 EVALUATION FACTORS AND REQUIRED FORMS

The City of Syracuse will rate proposals based on the following factors, with cost being the most important factor:

- 1) Cost Proposal**
- 2) Responsiveness to the Requirements set forth in the "Scope of Work"**
- 3) Relevant Past Performance/Experience**
- 4) Technical Expertise/Experience of Team**

Proposals will be assigned a score for each criterion culminating in a total proposal score of 0 through 50 points

- **50 points: Fully meets or exceeds needs and criteria**
- **45-49 points: Meets, with minor gaps (no compromise required)**
- **35-44 points: Meets, with moderate gaps (some compromise required)**
- **30-34 points: Partially meets (significant gaps, compromise required)**
- **29 or below points: Does not meet needs and criteria**

A high-scoring proposal uses well-written in clear, concise language. Materials are organized and easy to navigate. The proposal provides a complete response to this RFP and provides multiple relevant examples of past successes and qualified solutions.

A moderately scored proposal is clear and well organized. It provides a moderate response to the RFP and includes examples of past successes and desirable proposed solutions.

A low scoring proposal does not address all aspects of the RFP. It does not provide adequate

information to evaluate the vendor's ability to successfully meet the City's goals and/or does not provide adequate proposed solutions.

Incomplete proposals will not be scored and are automatically disqualified.

SECTION 10.0 SAMPLE AGREEMENT & TERMS

AWARD

The Director of the Office of Management and Budget may award this proposal, following the required approvals, if it determines such proposal is in the best interest of the City. The City also reserves the right to award one or more contracts whichever is in the best interest of the City of Syracuse.

The City of Syracuse reserves the right to waive any formalities and to reject or negotiate any and all proposals without assigning any reason.

Execution of the contract is subject to the approval of the Mayor and the Syracuse Common Council. The final contract is subject to the approval of the Corporation Counsel.

BUDGETARY FUNDING

It is understood by and between the parties hereto that the contract awarded pursuant to this RFP shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this contract and no liability on account thereof shall be incurred by the City beyond monies appropriated and available for the purpose thereof.

TERMINATION

The City of Syracuse reserves the right to terminate the contract awarded pursuant to this RFP, or any part of said contract, within thirty (30) days written notice of the City of Syracuse's intent to do so by the Director of Management and Budget to the contractor.

REIMBURSEMENT

There is no express or implied obligation for the City of Syracuse to reimburse responding firms for any expenses incurred in preparing proposals, attending pre-proposal conferences, or interview(s) in responding to this request.

EXAMINATION OF SOLICITATION DOCUMENTS AND ADDENDA:

Prospective proposers shall examine solicitation documents carefully before submitting a proposal, and shall, if necessary, submit to the "ADDITIONAL INFORMATION" contact listed below, in writing, any questions or requests for clarification of any ambiguity, or correction of any inconsistency or error in the documents. Any and all questions or requests for information must be received in writing by mail or by email seven (7) business days prior to the proposal due date. No exceptions. The City of Syracuse's response to such a written request shall be issued in a written addendum to the RFP issued from the City of Syracuse Office of Management and Budget, Division of Purchase and shall be binding on all proposers.

Only written addenda issued by the Division of Purchase shall be binding. No officer, employee, or agent of the City of Syracuse is authorized to clarify or amend the solicitation documents by any other method. Any such clarification or amendment, if given, is not binding on the City of Syracuse.

ADDITIONAL INFORMATION

With the release of this RFP, all communications must be directed in writing via email to the contact person below. No other City employee, consultant, or contractor is empowered to speak for the City with respect to this RFP. Any oral communication is considered unofficial and non-binding to the City.

All project inquiries can be directed to the Project Coordinator via email with the subject line “**RFP #19-137 Website Redevelopment Questions**” no later than 4:00 PM on Tuesday, May 7, 2019 at the following address:

Ruthnie Angrand
Director of Communications & Marketing
Office of the Mayor
rangrand@syr.gov

After the proposal deadline, vendors should not contact the RFP Coordinator or any other City official or employee, except to respond to a request by the RFP Coordinator.

EXCEPTIONS:

Any and all exceptions to this specification must be clearly and completely indicated. Attach additional pages if necessary.

NOTE TO PROPOSERS:

Please be advised that any exceptions to these specifications may be cause for your proposal to be disqualified.

CONFIDENTIALITY:

To protect the confidentiality of the information contained in this RFP, you will agree not to disclose any information to any parties inside your organization, other than those with a need to know. You are prohibited from disclosing any information contained in this RFP to any parties outside of your organization without the express, written authorization of the City of Syracuse.

UNBALANCED PROPOSALS:

The City of Syracuse, through the Director of the Office of Management and Budget, Division of Purchase, reserves the right to reject any and all proposals not deemed in the best interest of the City and to reject as informal such proposals, as in the Director's opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind, including unbalanced proposals. By an unbalanced proposal, it is meant one in which the amount proposed for one or more separate items is substantially out of line with the current market price.

INSURANCE:

- A. No contractor shall commence work under this contract until he has obtained all the insurance required hereinafter, issued by a company duly authorized to do business in the State of New York and which has a Best's rating and financial size of at least B+, X and such insurance has been approved by the Owner. The contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of each contractor. CLAIMS MADE INSURANCE SHALL NOT BE ACCEPTABLE.
- B. Worker's Compensation and Other Mandated Insurance. Each contractor shall take out and maintain during the life of this contract the statutory Worker's Compensation and Employer's Liability Insurance, and all other insurance required by law, for all of his employees engaged in work under this contract, and in case any such work is sublet, the contractor shall require the subcontractor to provide all similar insurance.
- C. Bodily Injury and Property Damage Liability Insurance. Each contractor shall take out and maintain during the life of the contract a Comprehensive General Liability Insurance policy for Bodily Injury, including Accidental Death, and Property Damage, as shall protect him and any subcontractor performing work covered by this contract from claims for damages which may arise from operations under this contract, whether such operations be by himself, or by any subcontractor or by anyone directly or indirectly employed by either of them. The hazards insured against shall be as check below:

_____X_____ Premises-Operations

<u> </u> X <u> </u>	Explosions & Collapse
<u> </u> X <u> </u>	Underground
<u> </u> X <u> </u>	Products/Completed Operations
<u> </u> X <u> </u>	CONTRACTUAL LIABILITY COVERAGE
<u> </u> X <u> </u>	Board Form Property Damage
<u> </u> X <u> </u>	Independent Contractors
<u> </u> X <u> </u>	Personal Injury
<u> </u> X <u> </u>	Automobile Liability, Including Owned, Hired and Non-Owned
<u> </u>	Automobiles
<u> </u>	Pollution

The policy limits shall be in an amount not less than **One Million dollars** single-limit bodily injury, including wrongful death, and property damage.

The City of Syracuse shall be named as additional insured on the certificate of insurance.

In addition to being named on the Certificate of Insurance, the City requires you to submit the Declarations page(s) or Endorsement Page(s) from your General Liability Insurance policy showing the endorsement that the City of Syracuse is indeed an additional insured.

Insurance Certificates and Policies. The certificate of Contractor’s General Liability Insurance is to be filed with the City of Syracuse through the Office of Management and Budget. This certificate of insurance shall contain the following endorsement:

“IT IS UNDERSTOOD THAT THE _____ INSURANCE COMPANY WILL NOTIFY THE DIRECTOR OF MANAGEMENT AND BUDGET OF THE CITY OF SYRACUSE, NEW YORK, 221 CITY HALL, SYRACUSE, NEW YORK AND THE CORPORATION COUNSEL BY REGISTERED MAIL TWENTY (20) DAYS PRIOR TO ANY CANCELLATION OF THE POLICY”.

PROFESSIONAL LIABILITY, ERRORS & OMISSIONS INSURANCE:

The Consultant shall secure, at its expense, a professional liability insurance policy with contractual liability coverage. The professional liability insurance policy shall include coverage for errors and omissions resulting from services performed for the City of Syracuse. The insurance shall be in the minimum amount of \$2,000,000.00 per claim and \$2,000,000.00 as the aggregate limit of liability.

If coverage is provided on a “Claims-Made” basis and a retroactive date is used, the retroactive date must precede the commencement of work for the City of Syracuse. Coverage shall remain in effect for two (2) years following the completion of work. Failure to continue coverage during the contract period may be cause for cancellation.

The policy shall be in effect from the date on which services commence until final acceptance by the City of all work on the project and for a period of three years thereafter with the limits noted

above.

ACCEPTANCE PERIOD:

All proposal information may be considered proprietary during the evaluation period. After award of the contract(s), all information will be considered public and will be made available for inspection by appointment and/or via the Freedom of Information Law (FOIL) process.

FAIR EMPLOYMENT AND LICENSURE OPPORTUNITY ORDINANCE:

This contract is subject to General Ordinance #45-2014 entitled the Fair Employment and Licensure Opportunity Ordinance of the City of Syracuse. This Ordinance requires that all City Contractors shall not include any question about a job applicant's prior criminal history on the job application and shall defer making any criminal history inquiry about a job applicant's past criminal convictions until after a conditional offer of employment is made. The City shall have the authority to suspend and terminate the contract for violations of the Fair Employment and Licensure Opportunity Ordinance.

EEO-EMPLOYMENT INFORMATION REPORT:

Firms submitting proposals are encouraged to complete the FORM H, EEO-Information Report HRC-I, which is attached hereto, to note the composition of your firm's workforce. If sub-contractors are being utilized, a separate form should be submitted showing their individual workforce composition.

Although firms do not have to be certified as a MWBE (Minority and Women-Owned Business Enterprise) to propose on this Request for Proposal, MWBE certification can be considered by the RFP committee in its determination of the contract award.

Additional information concerning the City of Syracuse Minority and Women-Owned Business Enterprise Participation Program can be found at http://www.syr.gov.net/supplier_diversity.aspx

SYRACUSE RESIDENT EMPLOYMENT ORDINANCE:

This contract may be subject to the General Ordinance # 9-2016 of the City of Syracuse, which became effective as of December 15, 2016. This Ordinance, known as the Syracuse Resident Employment Ordinance requires that City Construction Contracts, Public Works Contracts or Service Contracts with a value of \$100,000 or more, employ City of Syracuse residents. Compliance requires that one (1) or more City residents perform twenty percent (20%) of total in-state Work Force Hours. Small businesses that employ the equivalent of ten or fewer full-time employees are exempt. The City shall have the authority to suspend and terminate the contract for violations of the Syracuse Resident Employment Ordinance.

CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

After the Mayor and Common Council of the City of Syracuse have approved the selected

consultant, an agreement will be drafted which contains the terms of the Consultant's Agreement (SAMPLE AGREEMENT enclosed) and incorporates the agreed upon final scope of services, fees and payment requirements. The selected Consultant is expected to enter into the Agreement as provided. As a general rule, changes proposed by the Consultant are not accepted and if the Consultant has any objections to the contract language, they should be stated as part of and at the time of their response to the RFP, so that the RFP Committee can take any contract issues into account during the deliberation process. Note that unless specifically modified in the Agreement, the Agreement fully incorporates relevant information provided in this Request for Proposals and its Addenda, and in the selected firm's submitted Proposal.

* Note: The Corporation Counsel for the City reserves the right to make changes at the time the contract is awarded and being drafted for the actual project. All final language is subject to the approval of the Corporation Counsel.

If you are not submitting a proposal, place an “x” in the appropriate box and return this page to the address below:

Ms. Mary E. Vossler
Director of Management & Budget
City of Syracuse
233 E. Washington Street, Room 213
Syracuse, New York 13202

☐ We are unable to submit a proposal at this time because:

☐ We request removal of our name from the mailing list.

Reason: _____

Name of Company: _____

Name of Contact Person: _____

Title of Contact Person: _____

Signature: _____ Date: _____

NON-COLLUSIVE CERTIFICATION

- A) These prices/rates have been arrived at independently and without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices/rates with any competitor;
- B) Unless otherwise required by law, the prices/rates which have been proposed have not been knowingly disclosed and will not knowingly be disclosed prior to opening, directly, or indirectly, to any other competitor; and
- C) No attempt has been made, or will be made by the respondent, to induce any other person or entity to submit or not to submit a quote for the purpose of restricting competition. I hereby affirm under the penalties of perjury that the foregoing statement is true. I also acknowledge notice that a false statement made in the foregoing is punishable under Article 210 of the Penal Law.

NON-DISCRIMINATION QUESTIONNAIRE

Complete All Items:

Are you or your firm: Yes No

- A) Currently employing less than 25 persons, exclusive of the parents, spouse or children of the employer? _____
- B) Quoting an amount which, when added to the award amounts of other non-construction City of Syracuse contracts during this calendar year, totals less than \$10,000.00? _____

During the performance of any agreement with the City of Syracuse, the person or entity providing the service agrees:

- C) That they will not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, or national origin.
- D) That they will cooperate with the Human Rights Commission of Syracuse and Onondaga County in implementing the Fair Employment Program adopted pursuant to Ordinance #302, adopted by the Syracuse Common Council on May 21, 1973, a copy of which is on file in the Office of the Syracuse City Clerk.
- E) That they will provide to said Commission relevant information or reports required under said ordinance or administrative regulations adopted pursuant thereof.

SECTION A – COMPANY IDENTIFICATION
 (To be answered by all respondents)

1 Report unit for which this report is filed. (If a combined report covering two or more units, please so indicate and identify the area covered by this report)

A NAME OF REPORTING UNIT TELEPHONE

ADDRESS (NUMBER & STREET) CITY STATE ZIP CODE

SECTION B – REPORTING UNIT INFORMATION

1 Number of Employees at Reporting Unit:

JOB CATEGORIES	TOTAL COLS 2,3	ALL EMPLOYEES		MINORITY GROUP EMPLOYEES									
		MALE					FEMALE						
		MALE	FEMALE	AFRICAN AMERICAN	LATINO	NATIVE AMERICAN	ASIAN OR PAC ISLANDER	MULTI RACIAL	AFRICAN AMERICAN	LATINO	NATIVE AMERICAN	ASIAN OR PAC ISLANDER	MULTI RACIAL
	1	2	3	4	5	6	7	8	9	10	11	12	13
Officials & Mgrs.													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftsman Skilled													
Operatives Semi-Skilled													
Laborer Un-skilled													
Service Worker													
TOTALS													
TOTAL EMPS													
from previous report (if any)													

SECTION C – REMARKS

Use this item to give any identification data appearing on the last report which differs from that given above, explain major changes in employment, changes in composition of reporting units and other pertinent information.

SECTION D – SIGNATURE AND IDENTIFICATION

(To be answered by all respondents)

NAME (SIGNATURE)	ADDRESS (NUMBER AND STREET	DATE OF REPORT
------------------	----------------------------	----------------

NAME (TYPE OR PRINT)	CITY	TELEPHONE #
----------------------	------	-------------

TITLE	STATE	ZIP CODE
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WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW

DISCLOSURE STATEMENT

The Common Council by Ordinance No. 514 adopted on September 24, 1973 required information from all persons, partnerships, corporations, trusts and associations transacting business with the City of Syracuse relative to any proposed business transaction including but not limited to land purchase, construction, purchase and lease agreement.

To obtain said information the Office of Management and Budget, Division of Purchase of the City of Syracuse requests that you provide the appropriate information by filling out the form below which applies to you.

VENDORS

PERSON Name _____
Business Address _____ Telephone _____

PARTNERSHIPS

Names of Each Partner _____
Assumed Name _____
Where Assumed Name Certificate Was Filed _____
Business Address _____ Telephone _____

TRUST

Name of Trust _____
Principal of Trust _____
Business Address _____ Telephone _____

ASSOCIATION

Name of Association _____
Name of Each Principal of Association _____
Name and Address _____
Address of Association _____ Telephone _____

*FOREIGN OR DOMESTIC CORPORATION

Name of Corporation _____

Foreign Corporation

Yes _____ No _____

Domestic Corporation

Yes _____ No _____

If foreign, State of Incorporation _____

Business Address _____

Officers of Corporation

President _____

Vice President _____

Secretary _____

Treasurer _____

List Others, if any _____

List of Directors

Names and Addresses _____

Name of Stockholders in privately owned and operated corporation:

Name	Address	Number of Shares
------	---------	------------------

_____	_____	_____
-------	-------	-------

Total Number of Shares issued by aforementioned corporation _____

The ordinance specifically provides that a corporation required to file reports with the Security Exchange Commission need not provide such information.

SIGNATURE

The undersigned hereby declares that he/she is the only person interested in this quote that the quote is in all respects fair and without collusion or fraud, and that no member of the Common Council or other officer of the City of Syracuse, or any person in the employ of said City, is directly or indirectly interested in this quote, or in the supplies or work to which it relates or in any portion of the profits thereof.

The undersigned hereby declares that he/she carefully examined the form of contract and specifications and will do all the work and furnish all the materials called for by said contract and specifications, and the requirements under them.

The undersigned hereby declares that he/she has read and acknowledged the non-collusive bidding certifications, non-discrimination questionnaire and quote signature page set forth above, agrees to abide by the requirements therein and affirms under the penalties of perjury that all statements, figures of affirmations set forth therein are true and accurate.

Entity Making

Quote _____

SIGN BELOW

Signature of

Authorized Agent _____

Entity's Address _____

Print Name and Title of Authorized Person

Dated _____

Telephone Number _____

Fax Number _____

E-Mail Address _____

SAMPLE

AGREEMENT

AGREEMENT made this _____ day of _____, 2019 by and between the City of Syracuse, a municipal corporation organized and existing under the laws of the State of New York, having offices at 233 East Washington Street, Syracuse, New York 13202 (hereinafter the “City”) and _____, having offices at _____ (hereinafter the “Consultant”).

WITNESSETH

WHEREAS, it is the intention of the City of Syracuse to retain a Consultant to provide professional services for _____ on an as-needed basis (hereinafter referred to as the “Project”); and

WHEREAS, the Consultant has responded to the City's Request for Proposals (RFP) and based upon Consultant's response to the RFP, the City wishes to retain the Consultant and the Consultant wishes to render certain professional services in connection with the Project; and

WHEREAS, the Mayor of the City of Syracuse and the Common Council, by Ordinance No. _____-2019 dated _____, 2019, authorized this Agreement and this Agreement is subject to such authorization;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and Consultant agree as follows:

ARTICLE 1. Consultant's Services

The Consultant shall perform all services set forth in its response to the City's RFP (the “proposal”), which is incorporated by reference and made a part of this Agreement. In addition, the Consultant shall perform and be responsible for all services set forth in the City’s Scope of Services, which is attached hereto as Appendix “A” and made a part of this Agreement. The Consultant's listing of services in its response to the City's RFP shall not diminish, alter, or change the services required by this Agreement and/or the City’s RFP document dated _____, which is also incorporated herein by reference and made a part of this Agreement. In the event of a conflict or ambiguity, the provisions of this Agreement shall be controlling.

The Consultant shall perform all services on specific projects as subsequently authorized in writing by work orders issued by the City Engineer under this Agreement, which work orders shall thereafter be incorporated by reference as part of this Agreement.

ARTICLE 2. City's Responsibilities and Rights

Section 201. The City shall provide the Consultant with full information regarding its requirements for the Project, including the design objectives, space and time requirements, site requirements, and any special equipment or systems needed for the Project.

Section 202. The Consultant shall have access to all information which the City possesses regarding the Project.

Section 203. The City shall furnish the services of other Consultants when such services are deemed necessary by it.

Section 204. The City's use of a clerk-of-the-works or other Consultants for the Project is solely for its benefit and shall not diminish or change the Consultant's responsibilities hereunder.

Section 205. All papers, documents, drawings, and other materials concerning the Project produced by Consultant shall be and remain the property of the City, whether or not the Project is undertaken. The City shall have the right to use such without limitation and without the payment of any additional compensation.

ARTICLE 3. Compensation

Section 301. The compensation to be provided the Consultant for providing the services hereunder shall not exceed the authorization established by the Mayor and Common Council of the City in its Ordinance authorizing this Agreement and such authorization shall be in full payment and satisfaction for the rendering of the Consultant's services hereunder. The authorization fixed by the Mayor and Common Council for this Agreement is a not to exceed fee of \$_____. Further, each individual work order issued hereunder will have a not to exceed amount agreed upon in advance by the Consultant and the City Engineer, which amount shall not be exceeded by the Consultant. The Consultant shall be paid in accordance with its fee proposal set forth in its "billing rate schedule" document, which is attached hereto as Appendix "B" and made a part of this Agreement.

Section 302. The cost associated with any necessary surveys, subsurface explorations, or other special investigations duly authorized by the Commissioner of the Department of Neighborhood and Business Development and/or the City Engineer by reimbursing Consultant's direct cost plus 10% of the direct cost when said services are provided by a subcontractor to Consultant, provided, however, that any cost authorized in accordance with Section 302 herein shall not exceed the total contract amount authorized by this Agreement.

Section 303. The Mayor and Common Council only may authorize additional services and fix the compensation therefore. Any services rendered by the Consultant in connection with the Project will be deemed part of the services agreed to be provided herein unless the Mayor and Common Council give prior approval authorizing such services as additional services.

Section 304. All payments shall be subject to a 5% deduction as retainage. The retainage shall be paid when the City Engineer approves all construction Consultants' final applications for payment, provided all other services required to be performed are satisfactorily completed.

Section 305. Such payments shall be made monthly in proportion to the services performed in each phase. Payments for the Project Administration and Construction Phase services shall be made in proportion to the completion of the underlying Project work. No payments shall be made unless the services of the prior phase have been completed and the terms of this Agreement have been complied with by the Consultant. Requests for payment shall certify the amount and nature of the services completed, the basis for such, and shall be subject to the normal City payment procedures. The City Engineer may request additional information prior to payment.

Section 306. Consultant's acceptance of the final payment under this Agreement shall constitute and operate as a release to the City of all claims and liabilities arising out of the Project and the work hereunder.

Section 307. If this Agreement is terminated other than for cause or the Project abandoned by the City without the Consultant causing or contributing, directly or indirectly, to the abandonment, the Consultant shall be paid the reasonable value of services performed up to the date of termination or abandonment but in no event more than the limits set forth above for each phase of service. The City shall have the absolute right to abandon all or part of the Project or to suspend all or part of the Project or the services hereunder and such shall not be considered a breach of contract.

Section 308. The City does not guarantee any minimum level of work orders to be issued as all work done under this Agreement will be subject to the availability of sufficient funds.

ARTICLE 4. General Provisions

Section 401. Insurance

The Consultant shall secure, at its expense, a general liability insurance policy with contractual liability coverage and a professional liability insurance policy from an insurance carrier licensed to do business in New York State. The general liability insurance policy shall be in the minimum amount of \$2,000,000.00 per occurrence and \$2,000,000.00 as the aggregate limit of liability. The professional liability insurance shall be in the minimum amount of \$2,000,000.00 per claim and \$2,000,000.00 as the aggregate limit of liability. The policy shall be in effect from the day on which services commence until final acceptance by the City of all work on the Project and for a period of three years thereafter with the limits noted above. The City shall be named as an additional insured on the Consultant's general liability policy, and the Certificate of Insurance shall provide for 30 days prior written notice of cancellation by certified mail to the City Division of Purchase. The Consultant shall provide the City with the declaration page from its general liability insurance policy showing the endorsement that the City of Syracuse is an additional insured. The policies shall contain an endorsement providing that the Consultant shall indemnify the City, its agents, servants and employees against claims brought against the City arising out of the negligence of the Consultant in the performance of professional services for the City. The certificates and notices shall be sent to Sue Jennis, Contract Clerk, Division of Purchase, Room 213, City Hall, 233 East Washington Street, Syracuse, New York 13202.

Section 402. Indemnity and Defense

The Consultant shall defend (with counsel approved by the City's

Corporation Counsel), indemnify, and hold harmless the City, all its officers, employees, or agents from any and all liability, suits, claims, damage, cost, or expense arising from injury or death to persons, damage to property, or claims against the City arising from or caused in whole or in part by the Consultant's performance of services to the City pursuant to this Agreement.

The Consultant shall defend (with counsel approved by the City's Corporation Counsel), indemnify, and hold harmless the City, all its officers, employees, or agents from any and all liability, suits, claims, damage, cost, or expense arising from injury or death to persons, damage to property, or claims against the City arising from or caused by: 1) any willful misconduct or intentional act of the Consultant; and 2) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications resulting from the use or adoption of any designs, plans, drawings, or specifications furnished by the Consultant, his agents, servants, employees, officers, or subcontractors.

The Consultant shall reimburse the City for all costs or expenses incurred in the defense of any claim brought against the City, its officers, employees, or agents arising out of or caused in whole or in part by the negligence or intentional acts of the Consultant in the performance of professional services for the City.

Section 403. Termination

The City shall have the absolute right to terminate this Agreement and such action shall not be deemed a breach of contract. The City may terminate this Agreement immediately upon notice delivered or mailed to Consultant.

Section 404. Amendment & Extent of Agreement

This Agreement may only be amended by a written instrument signed by the City's Corporation Counsel and the Consultant, provided that no change with respect to compensation or additional services may be made without the prior authorization of the Mayor and Common Council. Except as provided above, the Consultant waives any right to rely on any oral or written communications from any person or any City officers, employees, and/or agents purporting to amend the provisions of this Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Section 405. Damages and Delays

The Consultant agrees that no charges or claims for damages shall be made by him for any delays or hindrances from any cause whatsoever.

Section 406. Governing Law

This Agreement shall be governed by the laws of the State of New York. It is agreed that each and every provision of law required by law to be included herein shall be deemed to be included as though set forth at length. The parties agree that this Agreement does not waive or dispense with the requirements of any law, including but not limited to the Charter of the City of Syracuse.

Section 407. Third-Party Beneficiaries

The services of this Agreement are for the sole benefit of the City and neither this Agreement nor any service rendered hereunder shall give rise to or shall be deemed to or construed so as to confer any right, claim, or cause of action of any other party as a third-party beneficiary or otherwise, and Consultant agrees to defend, indemnify, and save harmless the City against any claims or causes of action by such third parties caused by the negligence of Consultant.

Section 408. Assignment and Subcontractors

Neither this Agreement nor the services agreed to be provided may be assigned, sublet, or contracted out without the approval of the Mayor and Common Council, provided, however, that the City Engineer may approve the use of subcontractors by the Consultant to perform specific project tasks. The Consultant shall be responsible for the work of all subcontractors.

Section 409. Bankruptcy

In addition to any other provisions of this Agreement with respect to its termination, this Agreement shall terminate immediately upon the filing by or against Consultant of any petition (voluntary or involuntary) in bankruptcy or for reorganization or for any arrangement under any bankruptcy or insolvency law or for a receiver or for a trustee involving any property of Consultant.

Section 410. Stipulation

The Consultant stipulates that no member of the Common Council of the City of Syracuse or any other City officer or employee forbidden by law is interested in or will derive income from or is a party to this Agreement.

Section 411. Non-Discrimination

The Consultant hereby agrees not to discriminate against any employee or applicant for employment on the basis of sexual, race, age, or affectional preference or orientation.

Section 412. Independent Contractor

The Consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as nor claim to be an officer or employee of the City.

Section 413. Waiver

Failure of the City to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any of the covenants or conditions contained herein, but the same shall remain in full force and effect.

Section 414. Laws

Consultant, its agents and employees, shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the fulfillment of obligations under this Agreement.

Section 415. Fair Employment and Licensure Opportunity Ordinance

This contract is subject to General Ordinance No. 45-2014, the Fair Employment and Licensure Opportunity Ordinance of the City of Syracuse. This Ordinance requires that all City Contractors shall not include any question about a job applicant's prior criminal history on the job application and shall defer making any criminal history inquiry about a job applicant's past criminal convictions until after a conditional offer of employment is made. The City shall have the authority to suspend and terminate the contract for violations of the Fair Employment and Licensure Opportunity Ordinance.

Section 416. Severability

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed as of the date noted below.

CITY OF SYRACUSE

Attest:

By: _____
Benjamin R. Walsh, Mayor

John P. Copanas, City Clerk

CONSULTANT

By: _____
PC

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:
CITY OF SYRACUSE)

On this ____ day of _____, 2019 before me personally came Benjamin R. Walsh, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn did depose and say: that he resides in the City of Syracuse, New York; that he is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that he knows the corporate seal of said City of Syracuse and it was so affixed pursuant to the Charter of the City and that she signed said instrument as Mayor of said City of Syracuse by like authority; and the said Benjamin R. Walsh further says that he is acquainted with John P. Copanas and knows him to be the City Clerk of said City of Syracuse and that the signature of John P. Copanas was hereto subscribed pursuant to said Charter and in the presence of him, the said Benjamin R. Walsh, Mayor.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On this ____ day of _____, 2019 before me personally came _____, to me known, who being by me duly sworn, did depose and say: that he/she resides in _____, that he/she is the _____ of _____ PC, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

Notary Public