



**CITY OF APPLETON**  
REQUEST FOR PROPOSALS

*2023 City of Appleton Public Website*  
Responses Due: Friday, April 28, 2023, 4:30 p.m. CST

Proposals and questions shall be addressed to:

City of Appleton  
Attn: Corey Popp, IT Director  
IT Department  
100 N. Appleton Street  
Appleton, WI 54911  
Email: [itrfp@appleton.org](mailto:itrfp@appleton.org)

## I. Introduction

The City of Appleton is requesting formal proposals from Suppliers who are interested and qualified to provide a website content management system (WCMS) and full hosting services for the City's public website.

In 2023, the City's website domain will transition from [www.appleton.org](http://www.appleton.org) to **[www.appletonwi.gov](http://www.appletonwi.gov)**. As part of the transition, the City will entirely re-engineer the purpose, design, layout, and branding of the City's public website. Suppliers wishing to submit Proposals must be able to provide implementation and consulting services for the website redesign and reimplementation.

The City of Appleton will host an optional Microsoft Teams remote Q&A for this RFP on **April 12, 2023**. Suppliers wishing to receive invites to the Q&A should email [itrfp@appleton.org](mailto:itrfp@appleton.org).

The approximate timeline for this RFP process, subject to change if required, is as follows:

March 22, 2023	RFP release date
April 12, 2023	Optional Q&A Teams Call with Appleton IT
April 28, 2023, 4:30pm	<b>RFPs due</b>
May 11, 2023	Demonstrations
May 19, 2023	Panel Decision
May 24, 2023	Committee Recommendation for Approval
June 7, 2023	City of Appleton Common Council Approval
June 8, 2023	Notice of Award

## II. Current Website (Appleton.org)

The City of Appleton's current website (Appleton.org) contains nearly 800 mostly static webpages that are infrequently accessed by the public. The website is cluttered and difficult to navigate. From December 1, 2022 to February 28, 2023 (~90 days), the Top 5 most frequently visited pages made up over 15% of all visitor traffic on [appleton.org](http://appleton.org). Those links are:

1. Online-payment-services (4.98%)
2. Garbage-recycling (4.26%)
3. Police (2.65%)
4. Real-estate-taxes (2.25%)
5. I Want To... (1.53%)

### A. Department Websites

Appleton.org also links to several department websites that depend on WCMSs and hosting services provided by other third parties. Long term, the City hopes to return as many of these separate department websites back to the main site as possible.

- Appleton Hazardous Materials Unit: [appletonhazmat.org](http://appletonhazmat.org) (redirect)
- Appleton Parks and Recreation: [appletonparkandrec.org](http://appletonparkandrec.org)
- Appleton Police Department: [appletonpd.org](http://appletonpd.org) (redirect)
- Appleton Public Library: [apl.org](http://apl.org)
- Reid Golf Course: [reidgolfcourse.org](http://reidgolfcourse.org)
- Valley Transit: [myvalleytransit.com](http://myvalleytransit.com) (likely will remain out of scope)

### III. New Website Requirements (Appletonwi.gov)

The City of Appleton has specific goals for its new website (Appletonwi.gov). When submitting a proposal, the Supplier should ensure their WCMS and hosting solution can meet the following requirements:

- 1) **Ability to host .gov Top-Level Domain (TLD).** The Supplier’s solution must be able to meet all requirements put forth by the Cybersecurity and Infrastructure Security Agency (CISA) for hosting .gov TLDs (see [www.get.gov](http://www.get.gov) for more information). The City has already secured a DNS provider for all .gov DNS records, so the Supplier is not required to include DNS hosting in their proposal. That said, if a Supplier would like to include .gov DNS hosting in their proposal, they may do so.
- 2) **User Experience (UX).** The UX should be minimalistic, friction-free, and efficient. The new User Interface (UI) should be easy to navigate, with plenty of white space, standard headers, consistent branding, and sans serif fonts. The City would like the total page count of its new website below 200 total pages. To see an example of the City of Appleton’s desired UX, visit San Francisco’s website at [sf.gov](http://sf.gov).
- 3) **Fast Response Time.** The website should be fast and responsive. All visitor clicks should provide the perception of immediate to near-immediate results, and the longest load times should not exceed two seconds, including the load times of landing pages.
- 4) **Service Oriented.** Appleton’s new website should be service oriented and streamlined, built on the expectation that most visitors are citizens of Appleton who have arrived at the site to accomplish a specific task as quickly as possible.
- 5) **Mobile Optimized.** Over 54% of the City’s website traffic comes from mobile devices. Therefore, the City is seeking a mobile-optimized website, which means the published website is specifically designed with a mobile-friendly UX at the forefront. All published webpages must be optimized for use on popular mobile devices and operating systems (e.g., iOS and Android smartphones and tablets).

- 6) **HTML5 Compatible.** All published webpages must be fully compliant with HTML5 browsers (e.g., Apple Safari, Google Chrome, and Microsoft Edge).
- 7) **Parallel Access.** The City expects it will take a significant amount of time to rebuild its website. For up to one year, both websites (appleton.org and appletonwi.gov) must remain accessible to the public.
- 8) **CMS Analyst.** The site administrator will be the City of Appleton’s Content Management Systems Analyst (CMS Analyst). That said, the CMS Analyst will **not** typically post daily content.
- 9) **Distributed Content Managers.** The WCMS must support multiple Content Managers located in different departments within the city, each having different permissions to their own subsites and subpages. Content Managers will have limited technical skill and experience. Therefore, the WCMS content tools should be simple, instinctive, “drag-and-drop”-type interfaces that non-technical staff can use to create and update content daily.
- 10) **Branding.** Formatting options must be limited to only City-approved headers, fonts, font sizes, emphasis, and colors. Branding must remain consistent across the main site, subsites, and all webpages, with only a few exceptions (e.g., appletonpd.org may have its own, yet similar, branding).
- 11) **Emergency Notification System.** The website should be able to display emergency notices across the entire website, on all pages, and visible to all visitors.
- 12) **Custom Forms.** Currently, many citizen self-service tasks on the Appleton website use a mix of HTML forms, form-fillable PDFs, SmartSheets, and other technologies to route citizens’ requests to City staff (see appleton.org/business/building-inspection for examples). Where possible, the City wishes to replace these with standard, consistent forms native to the WCMS.
- 13) **Mailing lists.** The new website should include the ability to build and maintain several email and SMS text distribution lists. Citizens may wish to subscribe to a City newsletter or follow a popular topic at Common Council. The mailing lists should facilitate different, independent groups of subscribers and must fully comply with the TCPA and CAN-SPAM Acts.
- 14) **Supports embedding.** The WCMS should support embedding. The City works with several third-party web services. Under certain circumstances, the City may want the option to embed content (e.g., payment form, video, audio, table, calendar, document) rather than link to it. This is usually accomplished with JavaScript embed code, but it can also be accomplished with HTML source code, iFrame, and similar tools.
- 15) **No Proprietary or Deprecated Controls.** No webpage or WCMS feature should require the use of proprietary, deprecated, or soon-to-be deprecated frameworks or “plugins” (e.g., ActiveX, ARIA, Flash Player, Java applets, Silverlight).

- 16) **Supports SSO Integration.** The WCMS should support SSO integration to Azure Active Directory to authenticate site admins and content managers (e.g., SAML, OAuth). If the WCMS does not support SSO with AD, it should support MFA.
- 17) **Disabilities Act Section 508.** The WCMS must support the construction and management of an accessible website based primarily on accessibility features native to HTML5, preferably without the use of Accessible Rich Internet Applications (ARIA). The website must comply with the Americans with Disabilities Act Section 508 (Web Content Accessibility Guidelines 2.0 Level A and AA). Specifically, the City of Appleton's accessibility requirements include:
- a) Support for screen readers across the entire website, including Headers, Lists, Tables, and Forms.
  - b) Page layout templates that are **not** designed with tables. Table layouts result in unnecessary verbosity when used with screen readers. Tables should be reserved to display tabular data only.
  - c) The website must be navigable by keyboard alone, including menu items. The tab order must match the visual order on each page. Anchor links or jump lists must be available to help keyboard-only users skip to relevant sections of long webpages.
  - d) No use of dynamic content that can trap or confuse screen readers or lock out keyboard-only users while at rest on a page. Examples include screen overlays, lightboxes, in-page updates, popups, and modal dialogs.
  - e) Video players must never auto-play, and no page should play non-consensual sound. All media players must be functional with a keyboard. All videos must have options for closed captioning and transcripts for the hearing-impaired.
  - f) Anti-Spam technology that is **not** dependent on inaccessible technologies (e.g., CAPTCHA is notoriously inaccessible).
  - g) Multiple language translations.
  - h) Support for alt text on images.
  - i) Only sans serif fonts.
- 18) **Backup, Redundancy, and Security.** Appleton's website should be hosted in data centers located on United States soil that provide visitors 24-hour access to the City's digital services. Multiple backups and redundant sites must be in place to protect the website against data loss and service outages. The website must be secured against threat actors and attackers.
- 19) **Website Analytics.** Website usage and reporting must be provided to allow for traffic and page-visit tracking.

- 20) **Search Engine Optimization (SEO):** The Supplier or its WCMS should provide for search engine optimization to allow for the highest possible ranking of the pages within the site from all major search providers, including but not limited to Bing, Google, and Yahoo.
- 21) **Training:** The Supplier must work closely with the City of Appleton’s CMS Analyst and Content Managers to provide comprehensive training on the WCMS, as well as be able to answer questions and give demonstrations on site features. Training should include both initial implementation as well as ongoing training for new City staff and new WCMS features.

## **IV. Submittal Instructions**

Suppliers should send a Portable Document File (PDF) to [itrfp@appleton.org](mailto:itrfp@appleton.org) on or before **Friday, April 28, 2023, 4:30pm CST**. Proposals submitted after this time will be rejected.

After submitting a proposal, a Supplier may be asked to perform a demonstration of their WCMS either in-person or remotely.

Write your proposal in six clearly marked sections:

### ***A. Executive Summary***

The Executive Summary must be concise and limited to one page or less. The Supplier shall briefly address their approach to their solution in terms that would be understood by the general public.

### ***B. Qualifications, Experience, and Terms***

This section must provide the Supplier’s qualifications and experience as it relates to this project. If you have worked with the City of Appleton or other municipalities before, this is the place to identify those projects and their potential impact on this proposal.

Address the Terms and Conditions of this RFP (Section VI below). Preference will be given to Suppliers who agree to name the State of Wisconsin as the governing law of the contract.

If they are not acceptable, clearly define the paragraphs and reasons for the objection. Include any additional items the Supplier believes is relevant to their qualifications.

It is important to note whether the Supplier carries Cyber Liability and Technology Errors and Omissions Insurance; preference may be given to Suppliers who do.

### ***C. Solution Specifications***

Discuss the approach the Supplier will use to meet the requirements of this project (Section III). Provide a clear and concise response to each item. Describe how your solution addresses the items or any deviation from the specifications. Also address any elements to this project not identified in this RFP that the City may want to consider.

***D. Timeline***

Identify a general timeline and the stages or phases needed to complete the onboarding of the new WCMS.

***E. Manufacturers and Subcontractors***

If applicable, list the brands and versions of all proposed major components and software. Describe their features and benefits. Clearly identify all subcontractors and their respective roles.

***F. Price Proposal***

The Supplier shall breakdown all costs. Recurring costs must be clearly split out from one-time costs.

If you have or have had State of Wisconsin, county, or other municipal contracts in the past, this is the place to note your Wisconsin government pricing and how this pricing compares to or is affected by those other contracts.

Work that the Supplier or a Supplier’s subcontractor will not provide, and must be provided separately by the City, must be clearly identified, along with an estimate of hours and costs required to complete the work.

**V. EVALUATION AND AWARD**

A panel of City of Appleton representatives will evaluate proposals and conduct secondary interviews as deemed necessary. The panel will assign a weighted score to each proposal based upon the criteria below.

<b>Criteria</b>	<b>Percentage</b>
Qualifications and Experience	30%
Solution Specifications	30%
Price Proposal	25%
Terms and Conditions	10%
Appleton or Fox Valley Business Advantage	5%

While cost is weighted in the evaluation, the lowest cost does not necessarily ensure selection. The City reserves the right to waive or clarify minor irregularities and select the proposal it believes to be in its overall best interest.

The Evaluation Panel may elect to interview one or more Suppliers after the initial scoring. The purpose of this interview will be to allow the Supplier to make a brief presentation to the Evaluation Panel and to

allow members of the Panel to ask questions. It is anticipated that each interview will be limited to one (1) hour including the presentation and question and answer period. Firms will only be allowed to have two (2) representatives in attendance at interviews.

## VI. Terms and Conditions

### A. *General Terms & Conditions*

1. In accordance with WI Statutes, all proposals received, and all materials contained therein, once opened are public record, and subject to disclosure to any person, organization, or firm, including other firms responding to this Request for Proposals.
2. The City of Appleton reserves the right to accept or reject any or all proposals, or part thereof, to waive any informalities or technicalities, or to award contracts in the best interest of the City of Appleton. In all instances, the City of Appleton's decision shall be final.
3. The City of Appleton reserves the right to reject any or all items in the proposal, if in its judgment the item does not meet the needs of the City of Appleton, or for any reason it deems suitable.
4. Prospective firms hereby warrant by virtue of submission of proposals that all terms, conditions, and requirements as stated in this document are valid, enforceable, and binding upon the selected firm.
5. **Insurance.** Prior to the City entering a contract, Supplier shall furnish required certificate of insurance specified in Exhibit A. Note that "Cyber Liability" and "Technology Errors and Omissions Insurance" is **not** required, but note it on your RFP if your work includes it.
6. **Indemnification Clause.** The prospective firm agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from against any and all liability, loss, damage expense, costs (including attorney fees) arising out of the submitted proposal, caused in whole or in part by provider or anyone for whose acts any of them may be liable, except where caused by sole negligence or willful misconduct of the City.
7. **Safety.** Consultant shall be responsible for all OSHA safety requirements. Failure of the Consultant to follow OSHA requirements may result in stop of work order from the City until the violation is corrected, or termination of the Contract, at the City's option. Consultant shall not be entitled to any additional compensation, over the original contract amount, or additional time to complete the project, for any delay resulting from a sanction pursuant to this section.



***B. Special Terms & Conditions***

1. Prices quoted shall be firm for a period of 90 days from the proposal due date. Prices shall include all freight and/or delivery charges.

2. If it is the determination of the Evaluation Panel that one Supplier cannot adequately meet the needs of the City, the City reserves the right to utilize the services of two or more Suppliers. Similarly, the City reserves the right to reject any and all proposals if the Evaluation Panel determines it is in the best interest of the City to do so.

3. It is intended that this RFP results in competitive proposals from multiple Suppliers. Suppliers are encouraged to notify the City contact if any specifications, terms or combinations thereof have the effect of limiting or restricting the possible solutions to a single source. Such notice must be given no later than 5 days prior to the submittal due date.

**IR 2.1 SMALL EXPOSURE JOBS**  
**City of Appleton**  
**Insurance Requirements**

The contract or purchase order is not considered approved and the Contractor shall not commence work until proof of the required insurance has been provided to the applicable department for the City of Appleton.

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

**1. INSURANCE REQUIREMENTS FOR CONTRACTOR**

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- Each Occurrence limit ..... \$1,000,000
- Personal and Advertising Injury limit ..... \$1,000,000
- General aggregate limit (other than products/completed operations)  
per project ..... \$2,000,000
- products/completed operations aggregate..... \$2,000,000
- Fire Damage limit — any one fire ..... \$50,000
- Medical Expense limit — any one person ..... \$5,000
- Products/Completed Operations coverage must be carried for two years after acceptance of completed work.

**Automobile Liability** coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol #1 – “Any Auto” basis.

**Workers’ Compensation** as required by the State of Wisconsin, and employers liability insurance with sufficient limits to meet underlying umbrella liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.

**Builder’s Risk/Installation Floater/Contractor’s Equipment or Property (If applicable):**

The Contractor is responsible for loss and coverage for these exposures. City of Appleton will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

**2. APPLICABLE TO CONTRACTORS/SUBCONTRACTORS**

- **Builder’s Risk/Installation Floater/Contractor’s Equipment or Property:** The Contractor is responsible for loss and coverage for these exposures. The City of Appleton will not assume responsibility for loss, including loss of use, or damage to property, materials, tools, equipment and items of a similar nature which are being used in the work being performed by the Contractor or its subcontractors or are to be built, installed or erected by the Contractor or subcontractors.
- **Primary and Non-Contributory requirement: All insurance must be primary and noncontributory to any insurance or self-insurance carried by City of Appleton.**
- **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the State of Wisconsin.
- **Additional Insured Requirements:** The following must be named as **additional insureds** on all liability policies for liability arising out of project work: **City of Appleton, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation policies.**
- Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work to the applicable department. **In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.** These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days’ prior written notice has been given to the City of Appleton.

**3. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR**

All sub-contractors shall be required to obtain Commercial General Liability, Automobile Liability, Worker’s Compensation, Employer’s Liability and if applicable, Watercraft Liability, Aircraft Liability and Unmanned Aircraft Liability insurance. This insurance shall be as broad

as and with the same coverage limit as those required of the Contractor.

**The following additional coverages are required where the corresponding box is checked. In addition, Contractor shall be responsible for consulting with its insurance carrier to determine whether any of the other following coverages should be carried based upon the specific project:**

**Bond Requirements**

- **Bid Bond:** The Contractor's Bid Bond equal to 5% of the contract shall accompany the bid for the project.
- **Payment and Performance Bond:** If awarded the contract, the Contractor will provide to the Owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
- **Acceptability of Bonding Company:** The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
- **License and Permit Bond:** The Contractor will provide to the City a License and Permit Bond in the amount stipulated in Appleton's Municipal Code.

**Property Insurance Coverage (Builder's Risk)** to be provided by the Contractor

- The property insurance must include engineering or architect fees and must equal the bid amount, plus any change orders.
- Coverage includes property on the work site/s, property in transit and property stored off the work site/s.
- Coverage will be on a **Replacement Cost basis**.
- The City of Appleton, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
- Coverage must include collapse and be written on a "special perils" or "all risk" perils basis.
- Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
- Coverage must include testing and start up.
- Coverage must include boiler and machinery if the exposure exists.
- Coverage must include engineers' and architects' fees.
- Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
- The policy must cover/allow partial utilization by owner.
- Coverage must include a "waiver of subrogation" against any named insureds or additional insureds.
- Contractor is responsible for all deductibles and coinsurance penalties.

**Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultants/Engineers**

- Definition of “Covered Operations” in the policy must include the type of work being done for the City of Appleton
- Limits of Liability:
  - \$500,000 each loss for bodily injury, property damage, environmental damage
  - \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes pollution and clean-up costs)
- Deductible must be paid by the Contractor, consultants/engineers
- The City of Appleton, its Council members and employees must be Additional Insureds
- The policy must also cover subcontractors
- Specify if “Wrongful Delivery” is covered
- Must cover motor vehicle loading and unloading and show on Certificate of Insurance
- Certificate of Insurance must state:
  - If the policy is an Occurrence or a Claims Made Form
  - If the defense costs reduce the limit of liability
  - If the policy covers motor vehicle loading and unloading claims
  - If there is an underground storage tank or a super fund exclusion
  - If there is a Contractual Liability Exclusion
  - If Bodily Injury includes mental anguish and emotional distress

**Aircraft Liability** insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo if the project includes the use or operation of any aircraft or helicopter.

**Unmanned Aircraft Liability** insurance with a limit of \$1,000,000 per occurrence for bodily injury, property damage liability, and invasion of privacy liability if the project includes the use of or operation of any unmanned aircraft (drones).

**Watercraft Liability insurance** with a limit of \$1,000,000 per occurrence for bodily injury and property damage if the project includes the use of and/or operation of any watercraft.

**Cyber Liability and Technology Errors and Omissions Insurance** per occurrence limit of \$500,000.

**Commercial Crime Policy** per occurrence limit of \$100,000