



REQUEST FOR PROPOSALS

WEBSITE REDESIGN AND DEVELOPMENT

DATE OF ISSUE: November 20, 2023

Closing date and time:

Proposals must be received electronically (via email) prior to 4:00p.m. Pacific Standard Time
on **January 10, 2024**

Email: admin@akblg.ca

Submissions will only be accepted by email.
Mailed, hand-delivered or facsimile submissions will not be considered.

1. Introduction

The Association of Kootenay Boundary Local Governments (AKBLG) is a local government association that represents the municipalities and electoral areas of the south-eastern portion of the province of British Columbia. The area includes the Regional Districts of Kootenay Boundary (RDKB), Central Kootenay (RDCK), East Kootenay (RDEK) and the Town of Golden and the Village of Valemount.

AKBLG was established in November of 1933. It is one of five area associations within the Union of British Columbia Municipalities (UBCM). The other area associations include the:

Association of Vancouver Island and Coastal Communities (www.avicc.ca)

Lower Mainland Local Government Association (www.lmlga.ca)

North Central Local Government Association (www.nclga.ca)

Southern Interior Local Government Association (www.silga.ca)

The Executive board is comprised of 9 local government leaders elected from within the membership. Members of the association include each of the elected officials from local governments. The purpose of the association is to identify and illuminate issues that impact on the economy, environment, and the social well being of people living in southeastern BC. Focusing on issues from a regional, rather than a local perspective, the Executive works through various channels to effect long-term solutions

The AKBLG website (akblg.ca) is one of the primary tools we use to provide information to our members.

AKBLG is seeking proposals from qualified professionals to conduct a review of the existing website and deliver a redesigned and upgraded website to enhance the user experience, simplify content management while meeting high standards for design quality and visual appeal. The new website must be user friendly for both administrative and external users, reliable, and accessible. **In addition, AKBLG will be undertaking a branding exercise in 2024 (after implementation of the new website) and therefore the website platform must be adaptable and have the ability to accept modifications such as a new logo, different colour scheme, etc.**

2. Scope of Services

- a) The purpose of this service is to deliver a redesigned and upgraded website including recommendations for changes or improvements including, but not limited to:
 - Review, evaluate, and make recommendations on the existing URL, website, and e-service integrations.
 - Provide guidance and recommendations on content organization and navigation.
 - Provide graphic design services and offer several design options.
 - Create visual and writing style guides that set out standards for content and web writing and templates for page layout.
 - Recommendation and rationale for an open-source Content Management System (CMS).
 - Transfer content from existing website and add new content as directed.

- Deliver a complete website with a seamless transition.
- Provide a manual and training on the use of the CMS and overall website features.
- Complete a six-month post launch review and configuration changes if required
- Provide support to the Association for up to six months post launch.
- Supply all components and licenses as required.
- Any additional recommendation that that proponent wishes to include.

A detailed project plan and timeline must be provided with the submission.

b) Architecture and Design

The website must, at minimum, meet the following requirements:

- Customer focused design that is consistent with AKBLG brand, user friendly, visually appealing, and compatible with mobile devices and all common browsers
- Be substantially controlled and administered by Association without consultant support
- Fillable forms submission and tracking
- Meet Web Content Accessibility Guidelines and industry best practices
- Compliant with privacy standards when collecting personal information with all data stored in Canada and compliant with the Freedom of Information and Protection of Privacy Act.
- At least one administrator with the capability for additional internal users
- Effective search engine optimization, analytics, audit trails, website security and redundancy
- AKBLG will be undertaking a branding exercise in 2024 (after implementation of the new website) and therefore the **website platform must be adaptable with the ability to** accept modifications such as a new logo, different colour scheme, etc.

c) Consultation

- Meet AKBLG executive director (in person or virtual) as warranted;
- AKBLG requires suggestions on content structure and navigation;
- During the process of developing the website, the Consultant will present the draft design to the AKBLG board of directors.

2.1. Project Budget

The total budget amount for this project must not exceed \$15,000 including all fees, disbursements and expenses related to the delivery of the Scope of Services. Taxes should be identified separately.

3. Proposal Requirements

The successful proponent shall be selected based on what is determined to be in the best interests of AKBLG. The proponent's proposal should outline the expertise and full scope of

services the proponent (and/or their subconsultants/subcontractors) are able to provide to AKBLG and demonstrate their ability to provide innovative, timely, cost effective and flexible solutions to Association's requirements. **The proponent should outline their approach to this assignment to meet the needs of AKBLG as identified in this RFP.** This section should specifically highlight the proponent's past performance, experience and recent relevant references from three previous or current clients (within the last five years), that demonstrate ability to provide the services as outlined in this RFP. It should also address relevant personnel assigned to AKBLG to provide the services.

The proposal should include the firm's name and address, year it was established, primary office that will be performing the work as outlined in the proposal and number of employees in the firm. For any subconsultants or subcontractors, the same information listed above must be provided as well as the length of the working relationship between the Proponent and their Subconsultant/Subcontractor.

The proponent must provide a total cost to provide the Scope of Services described in Section 2 including all fees, disbursements and expenses related to the delivery of the Scope of Work. Taxes should be identified separately.

3.1. Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out above, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent. A Proponent bears all risk that AKBLG's communication equipment functions properly so as to facilitate timely delivery of any email amendment.

3.2. Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing a Proposal. If The Association of Kootenay Boundary Local Governments elects to reject all Proposals, AKBLG will not be liable to any Proponent for any claims for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with a final agreement, costs for returning unopened Proposals, or any matter whatsoever.

3.3. Proposal Validity

Proposals should remain open for acceptance for at least 90 days after the closing to provide AKBLG with sufficient time to evaluate the Proposals and award a contract.

3.4. Addenda

If AKBLG determines that an addendum is required to this RFP, the addendum will be posted on the AKBLG website at www.akblg.ca.

3.5. Examination of Agreement Documents

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules prior to preparing and submitting a Proposal with respect to any and all facts, which may influence a Proposal.

3.6. Status Inquiries

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the AKBLG Executive Director via email.

4. Questions Related to the RFP

Information given orally by AKBLG will not be binding on AKBLG and will not be considered in any form or manner in the evaluation of the proposals. Questions regarding this RFP should be submitted in writing via email. The authorized contact person for this RFP as AKBLG representative is: Linda Tynan, Executive Director Ltynan@akblg.ca . AKBLG will respond to proponent enquiries via email.

If AKBLG determines that new information or clarifications arise as a result of RFP related questions, AKBLG reserves the right to issue an addendum to the RFP.

5. No Lobbying

All firms are expressly forbidden from lobbying members of AKBLG, either elected or appointed officials regarding their proposal or the proposal call. Failure to comply with this requirement may result in disqualification without further notice or warning.

6. Process of Selection

Upon receipt, and following staff review of submissions, a telephone or online meeting may be arranged with selected firms who are considered most aligned to AKBLG's expectations to review the proponent's proposal for clarification and enter into a dialogue on a question-and-answer basis to allow staff to achieve an understanding of an expected relationship between the proponent and AKBLG. The total cost for deliver the Scope of Services, while important, will not be the sole determining factor in the selection process. AKBLG will also be interested in determining a good understanding of the proponent's reputation and the anticipated working relationship that could be developed between the proponent and Association.

The evaluation of the proposals will be based on the contents of the proposal, reference checks and the proponent's presentation at the meeting with staff.

The proposal from the successful proponent, as submitted or amended by mutual agreement will form the basis of the agreement for website development services between the parties.

7. Proposal Evaluation

The project cost, while important, will not be the sole determining factor in the selection process. AKBLG will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal, which is most advantageous to AKBLG.

7.1. Additional Information

AKBLG may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal and may make such requests to only selected Proponents. AKBLG may consider such clarifications or additional information in evaluating a Proposal.

7.2. Negotiation of Contract and Award

If AKBLG selects a Preferred Proponent, then it may:

- a) enter into a Service Agreement with the Preferred Proponent; or
- b) enter into discussions with the Preferred Proponent to clarify any outstanding issues and attempt to finalize the terms of the Agreement including financial terms. If discussions are successful, AKBLG and the Preferred Proponent will finalize the Agreement or
- c) if at any time AKBLG reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event AKBLG may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

8. Submission Process

Proposals must be received prior to **4:00 p.m.** Pacific Standard Time on **January 10, 2024 via email to:**

Email: Ltynan@akblg.ca

Subject: Confidential – RFP, Website Redesign and Upgrade

Submissions will not be accepted by regular mail, in person, or facsimile.

The time of receipt will be that of AKBLG's server.

Electronic file size must not exceed 10MB. Proposals shall be deemed to be successfully received when displayed as a new email. Proponents are responsible for ensuring that their Proposal is received. AKBLG will not be liable for any delay which results in the rejection of a late Proposal for any reason, including technological delays, spam filters, firewalls, job queue, file size limitations or other cause.

8.1. Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery method, including electronic methods courier or mail service(s), will not be grounds for an extension of the Closing Time.

9. General Terms and Conditions

9.1. Reserved Rights

The Association of Kootenay Boundary Local Governments reserves the right to:

- At its sole discretion, reject any and all proposals in the selection of the preferred proponent. If AKBLG decides in its sole and absolute discretion that it does not, for any reason, wish to proceed with the RFP process then it may reject all of the proposals.
- Waive or modify procedural and administrative irregularities due to honest or unintentional mistakes as identified in proposals received, after discussion with the Proponent(s);
- Negotiate with the Proponent(s) responding to this RFP, consistent with the objectives stated;
- At its sole discretion, cancel this RFP at any time for any or no reason. If cancelled, AKBLG is not responsible for any costs incurred by the Proponent(s); and
- Accept the proposal that appears to be in the best interest of AKBLG.

9.2. Confidentiality

All proposal submissions submitted under this RFP become the property of The Association of Kootenay Boundary Local Governments and will not be returned to the proponent.

9.3. Proponents Expenses

Proponent(s) are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations within The Association of Kootenay Boundary Local Governments, if any. If The Association of Kootenay Boundary Local Governments elects to reject all proposals, The Association of Kootenay Boundary Local Governments will not be liable to any Proponent(s) for any claims, whether for costs or damages incurred by the Proponent(s) in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

9.4. Responsibility

All interested parties must comply with the terms and conditions set out in this Request for Proposals, and are responsible for any and all costs associated with the preparation and submission of any Proposals to AKBLG.

Although AKBLG believes that the information contained in this material is accurate, it makes no representation or warranty to that effect, and Proponents must verify any and all information on which they may rely in preparing and submitting their Proposals.

The Proponent(s) shall not transfer responsibility to a third party without the consent in writing by the Executive Director of AKBLG.

9.5. Agreement with Terms

By submitting a proposal, the Proponent(s) agrees to all the terms and conditions of this RFP. Proponent(s) who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the proposal.

9.6. Ownership of Documents

The originals of all surveys, drawings, specifications, tender documents and any other documentation produced by the Proponent(s) for AKBLG, during the course of this assignment, shall upon completion of this assignment become the property of the Association of Kootenay Boundary Local Governments. This information shall also be provided in electronic format suitable to AKBLG.

9.7. Indemnification

The Proponent(s) shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by AKBLG, its elected officials, officers, employees and agents (the Indemnities) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Agreement, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the indemnities.

9.8. Insurance

The successful Proponent shall obtain and maintain in full force and effect during the term of the contract, the insurance set out herein and provide proof of insurance provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia:

- a) the Contractor shall provide proof of Commercial or Professional General Liability Insurance. The insurance shall be on an occurrence-based policy with a minimum two million dollars (\$2,000,000) limit per occurrence basis with a deductible not greater than ten thousand dollars (\$10,000);
- b) The Proponent(s) shall accept responsibility for the acts and omissions of all Sub-Proponent(s) it may engage in rendering the service on the Project.
- c) The Proponent(s) professional errors and omissions insurance shall remain in force for the life of the Agreement and for twelve (12) months after substantial completion.

10. Term of Agreement, Negotiations, And Agreement of Proponent(s)

The successful Proponent(s) will be required to enter into a Service Agreement with The Association of Kootenay Boundary Local Governments.

The award of any Agreement will be at the absolute discretion of AKBLG. The selection of

a recommended Proponent(s) will not oblige AKBLG to negotiate or execute an Agreement with that recommended Proponent(s). Any award of an Agreement resulting from this RFP will be in accordance with the bylaws, policies and procedures of AKBLG. The Agreement will incorporate as schedules or appendices such part of the RFP (including addenda) and the proposal submitted in response thereto as are relevant to the provision of the goods and/or services.

Nothing in this document or the RFP process is intended to create a binding agreement between AKBLG and any Proponent(s). This RFP process and any further steps are expressly subject to the approval and direction of AKBLG, as required. Except as expressly and specifically permitted in these instructions, no Proponent(s) shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request for Proposals.

11. Award & Payment

Upon the award of this Contract, AKBLG shall prepare a Form of Agreement between AKBLG and the successful Proponent(s) for execution incorporating all terms and conditions. No payments will be made for the cost of work incurred to remedy errors and omissions for which the Proponent(s) is responsible.