

REQUEST FOR PROPOSALS #26-18 Web Content and Digital Communications Accessibility Compliance | Consultant

PURPOSE

The City of Davenport is accepting proposals from qualified consultants to audit, assess, remediate, train, and validate our websites and digital communications to ensure compliance with the Web Content Accessibility Guidelines (WCAG) 2.1, in accordance with the U.S. Department of Justice's final rule on web and mobile app accessibility for state and local governments, effective April 24, 2024.

The Department of Justice (DOJ) has issued a final rule under Title II of the Americans with Disabilities Act (ADA), establishing specific requirements to ensure that web content and mobile applications provided by state and local governments are accessible to individuals with disabilities. This rule mandates that such digital content must be easily accessible and navigable, aligning with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards. The rule was published on April 24, 2024, and the City of Davenport has until April 2026 to comply.

<u>INQUIRIES</u>

Questions regarding the RFP shall be submitted through the City of Davenport electronic submission system, IonWave, under the "Questions" tab at: https://davenport.ionwave.net by September 22, 2025 @ 9:00 AM CT. Answers to questions, if any, will be posted in the same location September 24, 2025 @ 5:00 PM CT. It is the vendors' responsibility to review the answers provided.

Be advised that any conversations referencing this RFP between suppliers and any City employee, City official, or City Project Manager outside of the Purchasing Division, during the entire competitive RFP process is strictly prohibited. Such actions will result in removal of the vendor from the bidder's list and rejection of the vendor's proposal. The ONLY official position of the City is that position which is stated in writing and issued by the Purchasing Division. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

SCOPE OF SERVICES/RFP REQUIREMENTS

The selected consultant will:

- Audit and Assessment:
 - Conduct a comprehensive accessibility audit of the City's websites including other electronic materials such as PDFs, mobile version of the site, digital content including videos, social media pages (5 Facebook pages, 2 Instagram pages, etc.), payment and request centers, and public meeting documentation/videos.

- Identify areas of non-compliance with WCAG 2.1 AA guidelines and the DOJ's 2024 rule.
- Provide a detailed report outlining accessibility gaps and prioritizing issues for remediation.
- Remediation Strategy:
 - Develop actionable recommendations for resolving accessibility issues in line with WCAG 2.1 AA and the DOJ's 2024 rule.
 - o Collaborate with City staff to create a remediation plan.
 - Perform remediation measures per developed plan on City website and others if necessary.
 - o Include method for ongoing compliance checks and monitoring.
- > Training and Support:
 - Provide guidance and training to the City's staff on accessibility best practices, maintaining ongoing compliance, and understanding the implications of the DOJ's 2024 rule.
- Verification and Certification:
 - Re-assess the websites and digital communications post-remediation to ensure compliance with WCAG 2.1 AA and the DOJ's 2024 rule.
 - o Provide certification or validation of compliance, if applicable.

DELIVERABLES

- Initial audit report with identified issues and recommended remediation strategies
- Implementation of remediation measures
- > Training materials and conducted training sessions
- > Final compliance report with validation results

PROPOSAL FORMAT

Proposals must supply the following information. Failure to include all listed items may result in a rejection of the submission. All proposals must be submitted in an electronic format, organized in the manner set forth below; the proposal must be separated into sections, with each section titled appropriately.

- Firm Background | The full name and address of the firm or individual's headquarters and regional office(s), if applicable, that will perform the services described herein shall be stated. A statement shall be included from the firm that, to the best of its knowledge, there are no circumstances which shall cause a conflict of interest in performing services for the City.
- 2. **Experience** | Respondent must demonstrate successful experience and capacity to act as a consultant on projects of similar size, type, and complexity. Experience working with municipalities. Provide the name and location of each project, the client, and the contact person and associated phone number.
- 3. **Project Approach & Methodology** | Provide examples of how your firm approaches projects including methodology, timelines (a draft timeline should be built out for the project outlined in this RFP), communication methods, and any other relevant information.
- 4. **Key Personnel Workload** | Provide the status of current and anticipated work within the firm in terms of time and magnitude for the anticipated project schedule as it relates to

the availability of key personnel and your firm. Describe the key personnel's capability to meet the time requirements of compliance (April 2026).

- Fees and Charges | Provide your fees for the proposed services. Fee quotes should be detailed by service. Describe any remaining fees not already detailed above. Present a specific "not to exceed" fixed fee including associated fees (i.e. printing costs, attendance at meetings, travel, etc.)
- 6. **Projects & References** | Provide detailed project descriptions and contact information for clients with which you have performed similar work within the past two (2) years. Provide a minimum of two completed compliance reports that your firm has previously developed for cities, counties, or local government agencies that are comparable to the project outlined in the RFP. This contact information may be incorporated into any project profile information provided under the **Experience** section above.

PROPOSAL SUBMISSION

Proposals will be accepted by the City of Davenport electronic submission system at: https://davenport.ionwave.net until October 6, 2025 @ 9:00 AM CT. Vendors must be a registered supplier to submit. This is a one-time, no-fee registration. The system will not accept late submittals. No paper, emailed, or faxed proposals will be accepted. Vendors are encouraged to allow ample time to become familiar with the system and upload required documents.

The City of Davenport often receives Freedom of Information Act (FOIA) requests. Per Iowa Code, vendors submitting to an RFP are allowed to remove any proprietary information prior to their submission being made public. The Response Attachments tab of the RFP asks for a Public Copy of the proposal submittal. The vendor may remove or redact any proprietary information in the document submitted as the Public Copy. The Public Copy will be distributed should the City receive a FOIA request.

SELECTION CRITERIA

Proposals will be evaluated on the criteria stated below:

- **Key Personnel experience with similar projects (20%)** | Vendor illustrates experience with projects related to the Scope of Services.
- Project Approach & Methodology (35%) | Vendor demonstrates the ability to manage a project of this size and complexity and outlines appropriate project methodology including a draft timeline of the project outlined in this RFP.
- Present and Projected Workloads (15%) | Vendor provides assurance that key staff will be available and ready to work on this project when required. Vendor provides a timeline that corresponds with the DOJ's timeline for compliance.
- Fees and Charges (10%) | Vendor pricing shall be evaluated; however, this will not be the only or primary consideration for the award of this contract. All pricing should be submitted without a sales tax component.
- Portfolio and References (20%) | Vendor provides detailed project descriptions and contact information for clients with which they have performed similar work within the last two (2) years. Vendor provides a minimum of two projects of similar size, type and complexity.

RFP EVALUATION AND SELECTION PROCESS

Proposals will be opened at the date and time specified and each firm responding will be recorded as a respondent. Proposal content will be kept confidential until after the contract has been awarded. After award, proposals will become public record and can be released.

All RFP requirements must be met, or be capable of being met, by the responding firm or the proposal may be disqualified as being non-responsive. The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject any or all proposals. These are minimum requirements. The City reserves the right to waive any requirement or condition of the Request for Proposals upon finding that it is in the public interest to do so. The City also reserves the right to evaluate any or all proposals or parts thereof when it is deemed in the best interest of the public.

Proposals will be reviewed by a Selection Committee comprised of at least three members tasked with reviewing and evaluating each proposal according to the selection criteria outlined in the RFP. While price is important, it is not the only criterion used to award this contract. During the review process, the City of Davenport reserves the right to request additional information to assist in its review and decision. Interviews may be requested with one or more firms responding to the RFP. All costs associated with proposal preparation, including any necessary travel, are the responsibility of the submitting vendor.

Award of this contract, if any, will be to the vendor deemed to best meet the needs and requirements of the City. The City is under no obligation to enter into a contract. Recommendation of contract award will be presented to the Davenport City Council for their approval of the selected vendor. The City holds the right to award to multiple vendors, if needed.

TERMINATION OF CONTRACT

The City reserves the right to cancel the contract with 30 days written notice if performance of awarded vendor proves unsatisfactory or no longer necessary.

INSURANCE

The selected firm will be expected to acquire, maintain, and provide proof of acceptable amounts of insurance during the life of this contract covering worker's compensation, employer's liability, comprehensive general liability and professional liability covering acts, errors, and omissions in the performance of this contract.

SIGNATURE BY THE RESPONSIBLE PARTY

All proposal submissions must be signed with the firm name and by a responsible officer or employee authorized to transact business on behalf of the firm, partnership or corporation. No vendor may assign or transfer any legal or equitable interest in their submission after the date and hour set for the receipt of submissions.

CITY'S RIGHTS RESERVED

The City reserves the right to accept or reject any or all proposals in whole or in part, to waive any irregularities in any submission, to accept the submission which, in the judgement of the City is most advantageous to the City and to re-advertise if desired.

CONFLICT OF INTEREST

The vendor agrees that it presently has no interest, and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The vendor further agrees that, in the performance of the agreement, no person having any such interest shall be employed.

OWNERSHIP

All documents and materials prepared pursuant to this RFP are the property of the City. The City shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this process.

VERBAL AGREEMENT

No verbal agreement or conversation with any elected or appointed official, agent or employee of the City, either before, during, or after the submittal of this proposal shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the vendor to any additional compensation or consideration whatsoever under the terms of this request for proposals.

ANTI-DISCRIMINATION

The vendor shall not discriminate against any person or applicant for employment because of race, color, creed, religion, sex, gender identity or expression, national origin or ancestry, sexual orientation, age, marital status, familial status, physical or mental disability, or political beliefs or affiliations.

INDEMNIFICATION

The vendor agrees to indemnify, hold harmless, and defend the City of Davenport from and against any claim demand, action, loss, damage, liability, or expenses which the City may incur or sustain by reason of the failure of the vendor to fully perform and comply with the terms and obligations of this agreement.