CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL ED7-918-5161

SOLICITATION TITLE:	**Economic Development and Tourism Website Redesign, Support, and Maintenance**
SOLICITATION NO.:	ED7-918-5161
PROPOSAL DUE DATE:	December 15, 2026
PROPOSAL DUE TIME:	4:00 pm local Arizona time
SUBMIT TO:	Via email to: christina.pryor@chandleraz.gov Email and attachments may not exceed 50 MB
PRE-PROPOSAL CONFERENCE:	November 10, 2026 3:00 pm local Arizona time
CONFERENCE ATTENDANCE:	Microsoft Teams Meeting
CONTACT:	Christina Pryor, CPPO Procurement and Supply Senior Manager Phone: (480) 782-2403 Email: christina.pryor@chandleraz.gov
ISSUE DATE:	October 29, 2026

Proposals for the commodity or service specified will be received by the Purchasing Division, City of Chandler, via email to christina.pryor@chandleraz.gov, until the time and date cited above. The City does not accept proposals submitted through the Arizona Procurement Portal. Proposals must be submitted via email to the Procurement Officer.

Proposals must be received in the email inbox of the responsible Procurement Officer on or prior to the exact time and date indicated above.

Instructions for preparing proposals are provided on the following pages.

RFP Summary: The City is requesting proposals from qualified offerors to provide the City with Economic Development and Tourism website redesign services pursuant to the attached agreement.

CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL ED7-918-5161

INFORMATION AND INSTRUCTIONS TO PROPOSERS

1. **Vendor Registration.** Proposers must register via the on-line vendor registration system to automatically receive notification of addenda to this solicitation or notice of other solicitation opportunities. Visit https://www.chandleraz.gov/business/vendor-services/purchasing, select Vendor Registration and Management.

2. **Addendum.** This RFP may only be modified by a written addendum. Proposers are responsible for obtaining all addenda. A Proposer must not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

3. **Late Proposals.** Late proposals will not be accepted. It is the sole responsibility of the Proposer to ensure that its proposal is received at or prior to the exact date and time indicated on the Notice Page. The time stamp of the City's email system will govern timeliness of submission.

4. **Cost of Proposal Preparation.** The City will not reimburse any Proposer the cost of responding to a solicitation.

5. **Duty to Examine.** It is the responsibility of each Proposer to examine the entire solicitation, seek clarification and make inquiries, and examine its proposal for accuracy before submitting it. Lack of care in preparing a proposal will not be grounds for modifying or withdrawing the proposal after the due date and time, nor will it give rise to any claim.

6. **Inquiries.** Any inquiry related to this solicitation, including any requests for or inquiries regarding standards referenced in the solicitation must be directed solely to the Procurement Officer listed on the cover page of the solicitation. Proposers will not contact or direct inquiries concerning this solicitation to any other City employee unless the solicitation specifically identifies a person other than the Procurement Officer as a contact.

   All inquiries, except those at the Pre-Proposal Conference, should be submitted in writing and refer to the appropriate solicitation number, page and paragraph. The City will consider the relevancy of all inquiries but is not required to respond in writing.

   Any inquiry must be submitted as soon as possible and should be submitted at least ten days before the proposal due date and time for review and determination by City. Failure to do so may result in the inquiry not being addressed in a solicitation addendum.

7. **Remote Attendance at Pre-Proposal Conference.** The City may offer remote attendance at the Pre-Proposal Conference via a City-hosted dial-in meeting. If remote attendance is offered, meeting details will be provided on the Notice Page. Interested Offerors attending remotely may be required to register and provide, at a minimum, attendee name and company name.

   Remote attendance is provided as a courtesy. Attendees are responsible for all aspects of their attendance. The City will not provide technical support for remote attendance.

8. **Exceptions to the Solicitation.** Any exception to the solicitation must be submitted as soon as possible and should be submitted at least ten days before the proposal due date and time for review and determination by City. Failure to do so may result in the exception not being addressed in a solicitation addendum.

9. **Proposal Amendment or Withdrawal.** A proposal may be withdrawn at any time before the due date and time. A proposal may not be amended or withdrawn after the due date and time except as otherwise provided by applicable law.

10. **Unit Price Prevails.** In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate will govern.

11. **Non-Collusion and Non-Discrimination.** By signing and submitting the proposal, the Proposer certifies that the Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its proposal; and the Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

12. **Waiver and Rejection Rights.** The City reserves the right to waive any immaterial defect or informality; or reject any or all proposals, or portions thereof; or reissue the Request for Proposal; and will be the sole judge of the merits of the proposals received.

13. **Proposal Opening**. Proposals will be opened as indicated on the Notice Page, unless amended in writing by the Procurement Officer issuing the solicitation. The name of each Proposer will be public information following the proposal opening. No other information will be publicly disclosed at that time.

14. **Public Record.** All proposals submitted in response to this solicitation and all evaluation related records will become property of City and will become a matter of public record for review, subsequent to publication by the City of the proposed award in the agenda for the City Council Meeting, or upon award by the appropriate approving authority or as otherwise required by law.

15. **Confidential Information.** A request for nondisclosure of data such as trade secrets or other proprietary information must be submitted with the proposal and must contain the basis for the request. Any information included in the request must be submitted as a separate file. Price is not confidential and will not be withheld. A blanket statement of confidentiality will not be considered. It is the Proposer's responsibility to identify and segregate the information in the proposal provided to the City.

    The City will review all requests for confidentiality and may approve or deny all or portions of the request. Information denied confidentiality will be released as public information. In the event of a public records request for information granted confidentiality, the City will endeavor provide 48-hours' notice before releasing materials in order for the Proposer to apply for a court order blocking the release of the information.

16. **Proposal Acceptance Period.** All proposals will remain valid for 120 days after the day of the opening of proposals. The City may, at its sole discretion, release any proposal and return any security (as applicable) prior to that date. No Proposer may withdraw a proposal during this period without written permission from the City. Should any Proposer refuse to enter into an agreement, under the terms and conditions of the procurement, the City may retain any security (as applicable) as liquidated damages.

17. **Discussions with Proposers and Revisions to Proposals.** Discussions and additional investigations may be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final proposals. In conducting discussions, there will be no disclosure of any information derived from proposals submitted by competing Proposers. The purposes of such discussions will be to: determine in greater detail such Proposer's qualifications; explore with the Proposer the scope and nature of the project, the Proposer's proposed method of performance, and the relative utility of alternate methods of approach; determine that the Proposer will make available the necessary personnel and facilities to perform within the required time; agreeing upon compensation, which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

18. **Clarifications.** City reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer's product, service, and solicitation response. Clarification means a communication with a Proposer for the purpose of eliminating ambiguities in the proposal and does not give Proposer an opportunity to revise or modify its proposal.

19. **Agreement Negotiations.** City reserves the right to conduct exclusive or concurrent negotiations with responsible Proposer(s) for the purpose of agreeing to the conditions, terms and price of the proposed agreement unless prohibited. Proposers will be accorded fair and equal treatment in conducting negotiations and there will be no disclosure of any information derived from proposals submitted by competing Proposers. Exclusive or concurrent negotiations will not constitute an agreement award nor will it confer any property rights to the successful Proposer. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified Proposer(s).

20. **Payment**. Proposers may agree to accept the City Procurement Card (Mastercard) for payment. Proposers should indicate on the Proposer Information and Offer Section of this RFP, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a Proposer's response.

    Proposers may also agree to accept other traditional payment methods, including

automated clearinghouse (ACH). Payment terms for traditional payment methods are Net 30 upon receipt of an accurate invoice. Proposers may propose additional discounts for early payment within their proposal.

21. Local Business Consideration. Where the Chandler Administrative Regulation MS-16 Local Business Consideration is applicable, any applicable Chandler Transaction Privilege Tax will be deducted from the net cost for the purpose of evaluation.

22. Protests. A protest must be in writing and be filed with the Purchasing Division. Filed means delivery to the Procurement Officer or Procurement and Supply Senior Manager, whichever is applicable. A time and date of receipt will be documented in a verifiable manner for purposes of filing.

A protest must include:

a. The name, address, telephone number and email address of the protester;
b. The signature of the protester or its representative;
c. Identification of the solicitation or contract number;
d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
e. The form of relief requested.

A protest based upon alleged improprieties in a solicitation that are apparent before the solicitation due date must be filed not less than five calendar days before the solicitation due date.

A protest of a proposed award requiring City Council approval must be filed within five calendar days of the first posting of the award recommendation on the Purchasing Division website or the City Clerk's website, whichever occurs first. If the deadline for filing a protest occurs on a weekend or holiday, the protest must be filed the next business day.

A protest of an award not requiring City Council approval must be filed within ten days after the protester knows or should have known the basis of the protest.

23. Award. Unless otherwise provided in this solicitation, the City reserves the right to make multiple awards, award by item, group or as a total, as is deemed most advantageous to the City.

24. Execution of Agreement. Within ten days of notice that Proposer is the recommended awardee, Proposer will execute and return the Agreement to Purchasing.

25. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests must be made as early as possible to allow time to arrange the accommodation.

CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL ED7-918-5161

PROPOSAL CONTENT

Proposers must submit one copy of the proposal via email to the responsible Procurement Officer. The REQUEST FOR PROPOSAL TITLE, NUMBER AND OFFEROR NAME should be in the subject line of the email. Emails and attachments may not exceed 50 MB in size. Attachments should be in .pdf format and named with the RFP number and Offeror name. A single email is preferred, however multiple emails are permissible provided that all are received prior to the due date and time.

Proposals should include the following information in the order listed:

1. **Completed Proposer Information and Offer Section.** Complete and submit the Proposer Information and Offer Section in the format provided in this solicitation. Failure to do so may result in the proposal being rejected as non-responsive. The Proposer Information and Offer Section within the solicitation must include a signature by a person authorized to sign the proposal. The signature must signify the Proposer's intent to be bound by its Proposal and the terms of the solicitation and that the information provided is true, accurate and complete.

2. **Responses to Proposal Evaluation Criteria.** Submit information requested in the Evaluation Criteria Section provided in this solicitation. Forms, such as pricing forms, must be completed in the format provided in the solicitation. Failure to do so may result in the proposal being rejected as non-responsive.

3. **Exceptions to Agreement.** The City's standard Agreement is included as a part of this solicitation. By submitting a proposal, the Proposer acknowledges having reviewed the Agreement. Any exceptions to the Scope of Work or Specifications or to Agreement terms and conditions must be included with the proposal and be clearly identified. Exceptions not included in the proposal may not be introduced in the future. Any exceptions to the Scope of Work, Specifications or the Agreement language will be considered and included in City's evaluation of the proposal. A proposal that takes exception to a material requirement of any part of the Scope of Work, Specifications or Agreement language may be rejected as non-responsive.

4. **Disclosure.** If the Proposer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion is currently pending, the Proposer must make disclosure. In the proposal, the Proposer must include information including the name and address of the governmental entity, the effective date and duration of this suspension or debarment, and the relevant circumstances. The City reserves the right to reject a proposal received from a Proposer, including each of its principals, who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity.

CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL ED7-918-5161

PROPOSER INFORMATION AND OFFER SECTION

Company Name	
Business Type (Corporation, Partnership, etc.)	
State of Incorporation (if applicable)	
Federal Tax I.D. No.	
Address	
City, State, Zip	
Authorized Signature	
Name and Title	
Contact Name	
Title	
Telephone	
E-mail	
Chandler Transaction Privilege Tax (TPT) No. (if applicable)	Date of issue:
Is proposed purchase subject to TPT?	_____yes _____no
Will you accept a City Procurement Card (MasterCard) for payment of invoices?	_____yes _____no
If you accept a MasterCard for payment, do you charge a fee?	_____yes _____no If yes, what is the fee?_____
Will you accept automated clearinghouse (ACH) for payment of invoices?	_____yes _____no
Prompt Payment Terms Offered	_____% Net _____ days
Disclosure of Debarment or Suspension	_____yes _____no (If yes, please attach description of the circumstances)
Exceptions Taken	_____yes _____no (If yes, please attach a clearly identified section)
Date Addendum #1 Acknowledged/Received	
Date Addendum #2 Acknowledged/Received	

CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL ED7-918-5161

Introduction

The City of Chandler's Economic Development Division drives strategic efforts to attract new investment, support business expansion, and strengthen the city's economic vitality. The team offers comprehensive services including site selection guidance, market intelligence, and tailored assistance to help companies establish and grow their operations in Chandler. With an emphasis on key industry sectors and workforce development, the division ensures businesses have access to the talent and resources necessary for long-term success.

The division also oversees Visit Chandler, the City's tourism program, which showcases Chandler as an appealing destination for leisure travel, meetings, and events. Through marketing and industry support, Visit Chandler helps bolster local hotels, restaurants, and retail businesses. Together, these initiatives reinforce Chandler's standing as a forward-thinking, business-friendly community known for innovation and a high quality of life.

The Economic Development Division is seeking a vendor to design, build, and host two distinct websites: VisitChandler.com and a new website for the department's economic development program.

The City invites qualified firms ("Proposers") to submit proposals for the design, development, and hosting of two distinct public-facing websites:

1. VisitChandler.com – Chandler's official tourism website, serving leisure travelers, meeting planners, sports organizers, and local business partners.
2. Chandler Economic Development Website – A new standalone site for site selectors, corporate decision-makers, and economic stakeholders.

Proposers should submit a proposal for either a **shared platform to support two distinct websites** or a creative approach for a **single, conjoined website**. The Economic Development division prefers a shared CMS platform, provided it meets distinct functional needs.

Tourism Website: VisitChandler.com

The tourism website is the community's flagship consumer website and primary digital gateway for leisure travelers, meeting planners, sports organizers, and local stakeholders. The selected partner(s) will help us modernize and elevate Chandler's digital presence, improve user experience, and strengthen our ability to inspire visitation and support local businesses.

Content on this website consists of campaign landing pages, topic landing pages, blog articles, and business listings. Business listing data is housed in Granicus/Simpleview CRM database and shared with the current CMS.

In CY2025, the website received nearly 600,000 sessions, with 70% of visits completed on mobile devices.

Tourism Website: Current Limitations

While the site contains strong destination content, discoverability and user experience limitations reduce its effectiveness. Evaluation of the current website has identified opportunities for improvement:

- Accessibility gaps
- Limitations in photo and video display options
- Internal content management challenges
- Inconsistencies with listing layout design
- Challenges of keeping website listings updated
- Sourcing events for the event calendar

Economic Development Website
Today, Economic Development content lives entirely inside the City's general municipal website, nested three levels deep under chandleraz.gov/business/economic-development. The division currently maintains the following pages and subpages:

- Economic Development (main landing page)
- Why Choose Chandler
- Business Services
- Employment and Business Districts
- Key Industries and Employers
- Resources for Startups
- Market Research, Data and Maps
- News and Events

This structure was built for a general civic audience, not for the site selectors, corporate real estate executives, and relocating businesses who make up Economic Development's most valuable web visitors. A dedicated, stand-alone website, separate from chandleraz.gov, is an industry best practice and the single most effective marketing tool for reaching these decision-makers, whose first interaction with Chandler is frequently the website itself.

Economic Development Website - Current Limitations
While the current pages contain strong business and workforce content, their placement within the citywide site limits discoverability and effectiveness. Evaluation of the current pages has identified opportunities for improvement:

- Buried navigation and branding
- Competing content and reduced search visibility
- Constrained templates limit rich storytelling, video, and visual/interactive data presentation.
- Inconsistencies with analytic tracking

Scope of Work

VisitChandler.com Website Redesign Scope
The redesigned VisitChandler.com must meet or exceed the following requirements:

1. **Discovery, Strategy & Planning**
   - Conduct a full discovery process, including necessary interviews, competitive analysis, and review of the current VisitChandler.com site structure, content, and analytics.
   - Perform a comprehensive content audit of the existing site, identifying content to migrate, update, consolidate, or retire.

- Develop a content migration plan, including redirects, URL mapping, and metadata preservation.
- Produce a strategic roadmap outlining user journeys, content priorities, and site architecture recommendations.

2. **Audience Understanding & Persona Development**
   - Identify and refine Visit Chandler's voice to primary audiences, including:
     - Leisure travelers
     - Meetings & conventions planners
     - Sports tournament organizers
     - Local residents and business partners
   - Incorporate accessibility needs and inclusive design principles into all planning and UX decisions.

3. **Modern, User-Friendly Design**
   - The website should inspire travel, be interesting and easy to use.
   - Create a visually compelling, mobile-first design aligned with Visit Chandler's brand identity, photography style, and destination storytelling. Keep Chandler's innovation and tech economy top of mind.
   - Incorporate Chandler's unique sense of place: its vibrant downtown, culinary scene, family-friendly attractions, and Sonoran Desert character.
   - Provide design concepts for homepage, landing pages, blog/article templates, event listings, partner listings, and modular content blocks.
   - Ability for stakeholders to login and update their listings, photos, and add events for staff approval.

4. **Fully Responsive, High-Performance Experience**
   - Ensure fast load times, optimized media, and smooth performance across all devices, browsers, and screen sizes.
   - Implement Core Web Vitals best practices.

5. **Intuitive Information Architecture and Search**
   - Redesign the site's navigation to support clear user journeys for:
     - Things to Do
     - Events
     - Restaurants
     - Hotels
     - Meetings & Sports
     - Weddings
     - Trip Planning
   - Implement **robust faceted search** for events, listings, and articles.
   - Improve discoverability of Chandler's signature events, seasonal content, and itineraries.

6. **Flexible, Modular CMS**
   - Implement a modern, secure CMS that allows Visit Chandler staff to easily optimize content and schema as search evolves without locking us into technical dependencies:

  - Create and edit pages
  - Manage partner listings
  - Publish blogs and itineraries
  - Update events
  - Build landing pages and microsites using modular components
- Provide CMS training, documentation, and ongoing support.
- CMS must support workflow approvals, versioning, and media library management.

7. Third-Party Integrations

The new site must integrate securely with:

- CRM (e.g., Granicus/Simpleview integration or equivalent)
- Analytics tools (e.g., GA4)
- Social media feeds or embed tools for social content creation (e.g., SnapSea)
- Social sharing; ShareThis
- Mapping and geolocation tools: Google maps
- Videos: YouTube
- Email marketing platform (e.g., Constant Contact)

8. Analytics & Conversion Tracking

- Work with Visit Chandler to identify priority conversions (e.g., partner referrals, meeting planner inquiries, newsletter signups).
- Implement **GA4 tracking**, event tagging, and dashboards.
- Easy deployment of tags and pixels via Google Tag Manager
- Ensure tracking is configured for advertising placements and partner referrals.

9. Data & Content Migration

- Migrate all approved content, images, metadata, redirects, and structured data from the existing CMS.
- Conduct a thorough QA process to validate accuracy, formatting, and functionality.

10. Accessibility Compliance

- Compliance with **WCAG 2.1 Level AA** accessibility standards.
- ARIA labels and keyboard navigability.
- Sufficient color contrast and scalable typography.
- Transcripts and captions for all multimedia content.
- Provide third-party accessibility validation prior to launch.

11. SEO and AI-Readiness

- Implement technical SEO best practices, including:
  - Schema markup: Dynamic schema generation for templates, plus CMS fields to add, edit, or override schema per page.
  - Optimized URL structure
  - Metadata templates: Editable titles, descriptions, headings, alt text, and Open Graph fields.
  - Image optimization
  - Internal linking

- Ability to display digital visitors guide as a flip book which is updated annually.

- Ensure the site is structured for **AI-powered discovery**, including LLM-friendly content architecture.

12. Advertising and Featured Partners Infrastructure

- Enable featured partner/advertising capabilities, including:
  - Defined ad placement zones
  - Integration with an ad server or ad management system
  - Ability to serve, rotate, schedule, and report on campaigns
- Ensure ads do not disrupt user experience or accessibility.

13. Hosting, Security and Support

- Provide secure, scalable hosting with:
  - 24/7 monitoring
  - Regular backups
  - Security patches
  - Uptime guarantees
- Offer post-launch support, maintenance, and enhancement options.
- Proposals should include annual hosting, licensing, maintenance, and support costs for the first year and renewal rate for up to four (4) one-year terms.

14. Content Development

- Copywriting is **not** required, though partners may propose optional content services separately.

15. AI Integration

- Proposers should include a section outlining potential AI-driven enhancements for both external user experience and internal reporting capabilities, such as:
- Innovative AI features that could improve website usability, content discovery, personalization, or accessibility for tourism and economic development audiences.
- AI-supported search or recommendation tools, such as conversational search, dynamic itinerary or content generation (tourism), or automated business intelligence summaries (economic development).
- AI-enabled dashboards for internal staff, including automated analytics insights, anomaly detection (e.g., unexpected traffic shifts), content performance summaries, and predictive trends for tourism or business recruitment.
- Proposed integrations, security considerations, and data governance measures ensuring compliance with City requirements.
- Cost considerations and optionality, allowing the City to adopt AI features at launch or as future-phase enhancements.

Economic Development Website Scope

The new Economic Development website must meet or exceed the following requirements:

1. Discovery, Strategy & Planning

- Conduct a full discovery process, including interviews with Economic Development staff and stakeholders, and a review of the current Economic Development subpages, content, and available analytics.
- Perform a comprehensive content audit of the existing pages, identifying content to migrate, update, consolidate, or retire.
- Develop a content migration and redirect plan, including URL mapping and metadata preservation, to protect existing SEO equity while transitioning to a new, dedicated domain.
- Produce a strategic roadmap outlining user journeys, content priorities, and site architecture recommendations built around the site selector's decision process.

2. Audience Understanding and Persona Development

- Identify and refine Economic Development's primary audiences, including:
  - Site selection consultants and corporate real estate executives
  - Business executives evaluating expansion or relocation
  - Entrepreneurs and small business owners
  - Prospective workforce and talent evaluating the community
  - Existing Chandler businesses and partners
- Incorporate accessibility needs and inclusive design principles into all planning and UX decisions.

3. Modern, Site-Selector-Ready Design

The website should build credibility fast, present data clearly, and make Chandler's competitive advantages immediately obvious.

- Create a visually compelling, mobile-first, professional design aligned with a distinct Economic Development brand identity that complements but is not dependent on VisitChandler.com.
- Reflect Chandler's key industry sectors and business climate in the visual design and photography/video style.
- Provide design concepts for the homepage, industry and sector pages, the property/site database, data dashboards, news pages, and the staff directory.

4. Fully Responsive, High-Performance Experience

- Ensure fast load times, optimized media, and smooth performance across all devices, browsers, and screen sizes.
- Implement Core Web Vitals best practices.

5. Intuitive Information Architecture & Search

- Design navigation and site architecture around the site selector's journey, including:
  - Why Chandler
  - Available Sites & Buildings
  - Key Industries & Employers
  - Workforce & Education
  - Business Services & Incentives
  - Market Research & Data
  - News & Events

- Embedding third- party tools are available to showcase sites and buildings and filter by property type, size, zoning, and availability.
- Improve discoverability of key data, incentive programs, and industry-specific content.

6. **Flexible, Modular CMS & Auto-Populated Content**
   - Implement a modern, secure CMS that allows Economic Development staff to independently create and edit pages, update data, and build landing pages using modular components.
   - Enable auto-populated news and press content, filtered by category (e.g., business announcements, press releases, industry news), to automatically populate the News & Events page as well as relevant industry- and sector-specific pages.
   - Provide CMS training, documentation, and ongoing support.
   - CMS must support workflow approvals, versioning, and media library management.

7. **Available Sites & Buildings Database and Interactive Mapping**
   - Provide a searchable, filterable database of available commercial and industrial properties, with gated, downloadable site/building packets.
   - Provide interactive, contextual GIS mapping showing available sites, zoning, utilities, transportation and infrastructure assets, industry clusters, and regional context — not just a generic embedded map.
   - Support integration with county, regional, or commercial real estate data sources to keep listings current.

8. **Workforce & Education Data**
   - Present clear, current labor force and wage statistics, local training pipelines, and workforce development partners.
   - Present data visually and in context so key figures are scannable rather than buried in dense tables — site visitors typically scan rather than read.
   - Allow data to be downloaded or exported in formats site selectors can use in their own analysis.

9. **Interactive Tools & Data Presentation**
   - Identify third party tools and provide pricing for possible integration into the website (e.g., business cost calculator and/or cost-of-living calculator as practical, self-service tools for prospects)
   - Incorporate interactive features such as animated data counters and image/photo scrolls to draw attention to key statistics and community assets.
   - Present current, relevant economic and demographic data in a visually engaging way that stands apart from surrounding text.

10. **Business Support, Incentives, Zoning & Tax Information**
    - Provide clear, current overviews of local business resources, financial and incentive programs, and startup/small-business support.
    - Provide clear direction on where users can find zoning, land use, permitting and tax information with links to the city's general website and relevant county websites.

11. Lifestyle & Community Content

- Provide housing cost, recreation, and local culture content aimed at supporting talent attraction and helping prospects and relocating employees evaluate quality of life.

12. Storytelling, News & Staff Directory

- Support rich, authentic storytelling, news, narratives, and company/industry profiles, that gives site selectors social proof and helps them envision their business in Chandler.
- Include a staff directory with clear roles and direct contact information so prospects know exactly who to reach out to.

13. Third-Party Integrations

- The new site must integrate securely with:
- CRM or lead-tracking platform
- Analytics tools (e.g., GA4)
- GIS and mapping platforms (e.g., ESRI, Local Intel, SizeUp)
- Social media feeds/embeds (e.g., LinkedIn)
- Video (e.g., YouTube)
- Email marketing platform (e.g., Constant Contact)

14. Analytics and Conversion Tracking

- Work with Economic Development staff to identify priority conversions (e.g., project intake forms, property inquiries, packet/PDF downloads, newsletter signups).
- Implement GA4 tracking, event tagging, and dashboards, with easy deployment of tags and pixels via Google Tag Manager.

15. Data and Content Migration and SEO Transition

- Migrate all approved content, images, metadata, and structured data from the existing chandleraz.gov subpages.
- Develop and implement a 301 redirect and URL-mapping strategy that preserves and transfers existing organic search equity to the new, dedicated domain.
- Conduct a thorough QA process to validate accuracy, formatting, and functionality.

16. Accessibility Compliance

- Compliance with WCAG 2.1 Level AA accessibility standards.
- ARIA labels and keyboard navigability.
- Sufficient color contrast and scalable typography.
- Transcripts and captions for all multimedia content.
- Provide third-party accessibility validation prior to launch.

17. SEO & AI-Readiness

- Implement advanced technical SEO — schema markup, optimized URL structure, editable metadata templates, and image optimization — with particular attention to building organic authority for a brand-new domain while carrying forward equity from the existing chandleraz.gov subpages.
- Ensure the site is structured for AI-powered discovery, including LLM-friendly content architecture.

18. Hosting, Security & Support

- Provide secure, scalable hosting with:
  - 24/7 monitoring
  - Regular backups
  - Security patches
  - Uptime guarantees
- Offer post-launch support, maintenance, and enhancement options.

19. Content Development

- Copywriting is not required, though partners may propose optional content services separately.

Project Timeline and Budget

The city anticipates selection of a redesign partner Spring, 2027 and go-live late Fall, 2027.

The target maximum budget for the redesign scope is $100,000.

CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL ED7-918-5161

EVALUATION CRITERIA

Qualifications and Experience **40%**

1. Provide a brief history of the company including number of years in business, primary business focus and number of years providing the services described in the Scope of Work.
2. Provide resumes or statements of qualifications for all proposed key personnel. Identify the role of each individual and describe the reporting structure for oversight ensuring quality services.
3. Provide three references representing the results of work substantially similar to the services described in the Scope of Work. Include, at a minimum:
   a. Name, telephone and email address for reference contact
   b. Representative work web address
4. Provide samples of representative work.
5. Provide case studies demonstrating positive impacts resulting from similar projects.

Method of Approach **40%**

1. Indicate whether a shared platform to support two distinct websites or a creative approach for a single, conjoined website is recommended.
2. Provide a narrative that describes the approach to the Scope of Work including a project timeline, milestones, deliverables, personnel responsible for milestones and deliverables; number of hours each team member will expend in each phase of the project.
3. Describe how the proposed approach and deliverables will meet the requirements of the Scope of Work.
4. Describe how the proposed approach and deliverables will achieve the city's vision.
5. Provide an overview of proposed solution's technical abilities.
6. Describe methodology for implementation of proposed solution including estimated timeframe, overview of deliverables, assumptions and assumed responsibilities of all parties.
7. Indicate any third parties, partners and/or subcontractors that will be used in the implementation of the proposed solution and what their specific roles and functions will be.
8. Describe the role of city staff in the project and the estimated number of hours expected from city staff to achieve the goals of the Scope of Work.
9. Describe the post go-live support and the annual support and maintenance services.
10. Provide the standard Service Level Agreement.
11. Describe any proposed or recommended enhancements to the Scope of Work.

Fee Proposal **20%**

Complete the Fee Proposal Page.

CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL ED7-918-5161

FEE PROPOSAL PAGE

Provide all-inclusive fees for the option representing the proposed solution.

Option 1: A shared platform to support two distinct websites

Description	Fee
Tourism Website Design and Development	$
Economic Development Website Design and Development	$
Tourism Website Implementation and Go-Live	$
Economic Development Website Implementation and Go-Live	$
Total	**$**

Annual Support and Maintenance	Year 1	Year 2	Year 3	Year 4
Tourism Website Support and Maintenance	$	$	$	$
Economic Development Website Support and Maintenance	$	$	$	$
Total	**$**			

Option 2: A single, conjoined website

Description	Fee
Tourism and Economic Development Website Design and Development	$
Tourism and Economic Development Website Implementation and Go-Live	$
Total	**$**

Annual Support and Maintenance	Year 1	Year 2	Year 3	Year 4
Tourism and Economic Development Website Support and Maintenance	$	$	$	$
Total	**$**			

Hourly Rates
Provide hourly rates by role. Hourly rates will be the basis for fees for any additional work requested by the city.

Title	Hourly Rate

CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL ED7-918-5161

City Clerk Document No. _____

City Council Meeting Date:_____

CITY OF CHANDLER SERVICES AGREEMENT
ECONOMIC DEVELOPMENT AND TOURISM WEBSITE REDESIGN, SUPPORT, AND MAINTENANCE
CITY OF CHANDLER AGREEMENT NO. ED7-918-5161

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and _____ (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2026 (Effective Date).

RECITALS

A. City proposes to enter an agreement for Economic Development and Tourism website redesign, support, and maintenance as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year and begins on _____ and ends on _____ unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $_____ . Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those

arising solely from lndemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Email:	Email:

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City’s written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within

ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event

the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services

under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Reserved.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or

materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: _____
Its: _____	Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL ED7-918-5161

EXHIBIT A
SCOPE OF SERVICES

This section intentionally blank.

CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL ED7-918-5161

EXHIBIT B
COMPENSATION AND FEES

This section intentionally blank.

CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL ED7-918-5161

EXHIBIT C
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each

occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

D. *Technology Errors and Omissions Liability including Network Security and Privacy Liability*

	Minimum Limits:
Per Loss	$ 3,000,000
Aggregate	$ 3,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.
If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one year following termination of Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three years following termination of the Contract.
If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

The insurance shall provide coverage for the following risks

a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form
b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

Additional Requirements:

a. The policy shall provide a waiver of subrogation

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this

three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL ED7-918-5161

EXHIBIT D
SPECIAL CONDITIONS

ACCESSIBILITY SUPPLEMENT

1. Preamble

This Supplement sets out the mandatory accessibility requirements applicable to all digital deliverables, products, and services supplied by Service Provider under the Agreement. These requirements are binding upon execution of the Agreement and form an integral part of the contractual obligations of both parties.

Digital accessibility is a civil rights obligation and an enforceable legal requirement under applicable law. Inaccessible third-party products and services are among the most common and preventable accessibility risks an organization faces. This Supplement intends to establish clear expectations before signature and to preserve enforceable rights throughout the life of the agreement.

1.1 Scope of Application

Unless otherwise agreed in writing, this Supplement applies to all of the following supplied under the Agreement:
Websites and web applications
Mobile applications (iOS, Android, and any other platform)
Software interfaces and enterprise applications (SaaS, on-premise, hybrid)
Electronic documents (PDF, Word, Excel, PowerPoint, and equivalent formats)
Multimedia content, including audio, video, and interactive media
Social Media content
APIs, SDKs, and developer-facing tooling used to build end-user experiences
Training materials, help documentation, and support portals
Any other digital deliverable produced, licensed, or maintained under this Agreement

2. Accessibility Standards

2.1 Conformance Standard

All digital deliverables produced, licensed, or maintained under this Agreement, including those identified in Section 1.1 above, shall conform with the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA success criteria, as published by the World Wide Web Consortium (W3C), or any successor standard mutually agreed upon in writing by the parties.

2.2 Applicable Law

This Supplement supplements, and does not limit, Service Provider's obligation to comply with all applicable accessibility-related legislation and regulation. Relevant legal frameworks include, without limitation:
Section 508 of the Rehabilitation Act of 1973 (as amended), where applicable to federal contractors and recipients of federal funding
Titles II and III of the Americans with Disabilities Act (ADA)

Applicable state or local accessibility requirements in the jurisdictions in which deliverables will be used

3. Accessibility Testing and Conformance Reporting

3.1 Testing Obligation

Service Provider shall conduct accessibility testing for each deliverable prior to delivery and at each material update. Testing must incorporate both automated scanning tools and substantive manual evaluation, including testing with commonly used assistive technologies.

3.2 Required Assistive Technologies

At a minimum, testing shall include the following assistive technology combinations:
Screen reader with desktop browser: NVDA with Firefox
Screen reader on macOS: VoiceOver with Safari
Screen reader on mobile: VoiceOver with iOS Safari
Keyboard-only navigation (no pointing device)
Voice recognition software (e.g., Dragon NaturallySpeaking)
Browser zoom at 200% and 400% magnification

3.3 Accessibility Conformance Report (ACR) / VPAT

Service Provider shall prepare and deliver an Accessibility Conformance Report (ACR), using the current edition of the Voluntary Product Accessibility Template (VPAT®), for each product deliverable. For SaaS or cloud-based products, updated ACRs shall be provided:
At initial delivery
Following any material update, new feature release, or significant UI change
No less frequently than every twelve (12) months for the duration of the Agreement

The ACR shall document the conformance status of each applicable WCAG 2.2 Level AA success criterion and shall clearly identify any known non-conformance, partial conformance, and the basis for any claim of "not applicable." Vague or unsupported conformance claims shall not be accepted.

3.4 Client's Right to Audit

The Client reserves the right to commission an independent accessibility audit of any deliverable at any time, at the Client's cost, and to share the results with Service Provider. Where the audit identifies non-conformance not previously disclosed in Service Provider's ACR, the provisions of Section 4 (Remediation) shall apply.

4. Remediation of Accessibility Barriers

4.1 Remediation as Defect Correction

Accessibility barriers constitute defects. Remediation of accessibility barriers identified prior to or following delivery shall be treated as defect correction and shall not constitute a change in scope, nor shall it give rise to additional fees or charges payable by the Client.

4.2 Remediation Timeframes

Upon written notice from the Client of an identified accessibility barrier, Service Provider shall remediate the issue within the following timeframes, measured from the date of written notification:

Severity	Description	Remediation Timeframe
Critical (WCAG Level A)	Barriers that completely block access to core functionality for users with disabilities	5 business days
High (WCAG Level AA)	Significant barriers that substantially impair access to primary features	15 business days
Medium (WCAG Level AA)	Barriers that cause difficulty but do not fully prevent task completion	30 business days
Low / Advisory	Best-practice improvements and WCAG Level AAA recommendations	Next scheduled release

4.3 Interim Workarounds

Where immediate remediation is not technically feasible within the specified timeframe, Service Provider shall provide a documented interim workaround that enables users with disabilities to accomplish the same task or access the same information by an equivalent means, pending full remediation.

4.4 Remediation Plan

For High or Critical severity barriers that cannot be remediated within the specified timeframe, Service Provider shall provide a written remediation plan within five (5) business days of notification, specifying the root cause, the proposed fix, the estimated delivery date, and any interim mitigations in place.

5. Subcontractors and Third-Party Components

5.1 Obligation to Bind Subcontractors

The Service Provider's accessibility obligations extend to all subcontractors, consultants, and third parties engaged in performing this Agreement. The Service Provider shall ensure that all such parties are contractually bound to meet the same accessibility standards required under this Supplement.

5.2 Third-Party and Open-Source Components

Where deliverables incorporate third-party libraries, plugins, open-source components, or embedded content, the Service Provider shall:
Conduct accessibility assessment of such components as part of overall conformance testing
Document known accessibility limitations of third-party components in the ACR
Use reasonable efforts to select accessible third-party components and to replace inaccessible components within an agreed timeline where alternatives are available

6. Ongoing Obligations

6.1 Maintenance and Updates
Where this Agreement involves maintenance, ongoing development, iterative releases, or managed SaaS services, Service Provider's accessibility obligations are continuous. Accessibility conformance is not a one-time delivery requirement: it must be maintained throughout the term of the Agreement.

6.2 Regression Prevention
Service Provider shall integrate accessibility testing into its development and release processes to prevent regression. Where a release introduces a previously non-existent accessibility barrier, that barrier shall be remediated in accordance with Section 4.2.

6.3 Notification of Known Issues
Service Provider shall proactively notify the Client in writing of any known accessibility barriers identified during internal testing prior to delivery or release, including the severity classification, affected components, and planned remediation timeline. Service Provider shall not withhold known barrier information pending a Client-initiated audit.

7. Indemnification

7.1 Service Provider Indemnification
Service Provider's obligation to meet accessibility standards creates a corresponding allocation of liability. If the Service Provider's failure to deliver accessible products results in legal claims against the Client : including complaints, investigations, civil suits, or regulatory actions under the ADA, Section 508, or equivalent law : the responsibility for those legal and financial consequences should rest with the party that created the problem, not the party that purchased the product in reliance on the Service Provider's compliance.

7.2 Carve-Outs and Limitations
The Service Provider's indemnification obligation under Section 7.1 shall not apply to the extent that a claim arises from:
Modifications made by the Client to a deliverable after acceptance, where such modifications introduced or directly caused the accessibility barrier;
Content, design specifications, or directives provided by the Client to the Service Provider, where the Client was informed in writing that such content or specifications would result in non-conformance;

The Client's failure to implement a remediation delivered by the Service Provider in accordance with Section 4; or
Third-party components or services not supplied or selected by the Service Provider.
Where the Client makes a design or content decision that the Service Provider has advised in writing may result in non-conformance, the Service Provider shall document that advice contemporaneously. Verbal advice shall not give rise to a carve-out unless accompanied by written confirmation.

7.3 Insurance

Service Provider shall maintain, at minimum, Errors and Omissions (E&O) / Professional Liability insurance with policy limits of not less than $3,000,000 per occurrence and in the aggregate, throughout the term of the Agreement and for three (3) years following expiry or termination. The Service Provider shall name the Client as an additional insured and shall provide certificates of insurance upon request. Indemnification obligations under this Supplement are in addition to, and not limited by, applicable insurance coverage.

8. Representations and Warranties

8.1 Service Provider Representations

Service Provider represents and warrants that, as of the date of delivery of each deliverable and at each material update:
The deliverable has been designed and developed with accessibility as an integral design requirement, not a post-development retrofit.
Service Provider employs, or retains consultants with, demonstrable expertise in digital accessibility and WCAG 2.2. Expertise can be demonstrated by using disabled testers with lived experience using assistive technology, or by non-expired certifications such as Trusted Tester or the International Association of Accessibility Professionals Certified Professional in Web Accessibility (IAAP CPWA).
Accessibility testing has been conducted in accordance with Section 3 of this Supplement;
The ACR, if needed, which is provided under Section 3.3 is accurate, complete, and not materially misleading; and
Service Provider is not aware of any accessibility barriers in the deliverable that have not been disclosed in the ACR.

8.2 No Warranty by Conduct

The Client's acceptance of a deliverable or payment of an invoice shall not constitute a waiver of any accessibility warranty or of the Client's rights under this Supplement.

9. Reporting and Communication

9.1 Designated Accessibility Contact

Each party shall designate a named individual as its Accessibility Contact for purposes of this Supplement. Accessibility Contacts shall be responsible for receiving and transmitting notices, coordinating testing activities, and escalating disputes under this Supplement.

Client Accessibility Contact: As set forth in the Agreement
Service Provider Accessibility Contact: As set forth in the Agreement

9.2 Annual Accessibility Report
For Agreements with a term exceeding twelve (12) months, Service Provider shall provide the Client with an Annual Accessibility Report no later than thirty (30) days after each anniversary of the Effective Date. The report shall include:
ACR/VPATs for all active deliverables
A summary of accessibility barriers identified and remediated in the preceding twelve months
Known open barriers, their severity classifications, and planned remediation timelines
Any changes to the Service Provider's internal accessibility program, processes, or tooling

10. Dispute Resolution

10.1 Good Faith Resolution
In the event of a dispute regarding the accessibility conformance of any deliverable, the parties shall first attempt to resolve the matter through good-faith negotiation between the designated Accessibility Contacts within fifteen (15) business days of written notice of the dispute.

10.2 Independent Expert
If the parties are unable to resolve a conformance dispute through negotiation, either party may request that an independent accessibility expert, mutually agreed upon or appointed by a relevant industry body, conduct a binding evaluation. The cost of the independent expert shall be borne by the party whose position is not upheld, or shared equally if the expert finds partial merit on both sides.

10.3 Escalation
Disputes not resolved under Sections 10.1 or 10.2 shall be escalated in accordance with the dispute resolution provisions of the Master Agreement.

11. General Provisions

11.1 Order of Precedence
In the event of any conflict or inconsistency between this Supplement and the body of Agreement with respect to accessibility obligations, this Supplement shall prevail to the extent of the inconsistency.

11.2 Severability
If any provision of this Supplement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.3 Entire Agreement on Accessibility

This Supplement, together with the Agreement, constitutes the entire agreement between the parties with respect to accessibility requirements. Vague or general contractual language: including catch-all compliance clauses or statements that the Service Provider will make “reasonable efforts” toward accessibility or to follow federal, state, and local laws does not substitute for or supplement the specific requirements set out herein.

11.4 Amendment

This Supplement may only be amended by a written instrument signed by duly authorized representatives of both parties