

RFP14-12

City of Concord, New Hampshire

Purchasing Division

WEBSITE DESIGN & CONTENT MANAGEMENT SYSTEM SERVICES

Prepared for, and in coordination with the

INFORMATION TECHNOLOGY DEPARTMENT

Contract Documents
Proposal Documents
Specifications

Firm: _____

PROPOSAL DUE DATE/TIME: MAY 11, 2012 NO LATER THAN 2:00 PM



City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 230-3664 FAX: (603)230-3656

www.concordnh.gov/Purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified individual or private firm to provide website design and content management system services. The firm must be lawfully engaged in providing website design and content management system services in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received **not later than 2:00 PM on May 11, 2012** from interested individuals/firms, to be eligible for consideration by the City. Each proposal shall be submitted to the **Purchasing Division, City of Concord, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP1412

WEBSITE DESIGN & CONTENT MANAGEMENT SYSTEM SERVICES"

Competitive solicitations may be issued only by the Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager or his designee.

RFP14-12 is available from the Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301 (603-230-3664) or on-line at www.concordnh.gov/Purchasing.

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

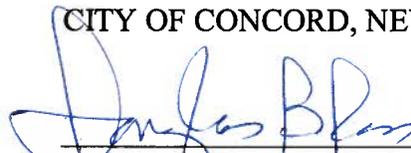
The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@concordnh.gov www.concordnh.gov/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org www.agcnh.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummry.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	plans@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NEW HAMPSHIRE



 Douglas B. Ross, Purchasing Manager
 Date: 4/16/12

Proposal Due Date/Time: May 11, 2012 not later than 2:00 PM

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposals (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with the proposal of any other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: no premiums, rebates or gratuities permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List).

The vendor may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals and fee proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to cost, service delivery, quality of service and an institution's financial adequacy award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts are awarded only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and,
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's fee/price proposal. **See the Instructions to Proposals (page 17) and the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open

market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to the City, or expressly waive by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

ASSIGNMENT PROVISION:

The contractor/vendor hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful vendor shall belong exclusively to the City.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount:	\$\$\$\$\$\$\$\$
Plus/minus Change Orders:	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount:	\$\$\$\$\$\$\$\$
Work Completed to Date:	\$\$\$\$\$\$\$\$
Less Previous Invoices:	\$\$\$\$\$\$\$\$
Less Retainage (if any):	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice:	<u>\$\$\$\$\$\$\$\$</u>
Balance Remaining on Contract:	\$\$\$\$\$\$\$\$

ALL INVOICES MUST REFERENCE A VALID CITY OF CONCORD PURCHASE ORDER NUMBER

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to made available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND NOISE ORDINANCES:

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6 Noise

The City's Code of Ordinances can be viewed on-line at www.concordnh.gov.

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

RSA 277:5-a

Effective 7/1/08 any person/vendor signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or building for the City of Concord with a total project cost of \$100,000 or more must be in compliance with RSA 277:5-a.

ELECTION DAY CONSTRUCTION POLICY

All City contracts that entail any element of construction in the public right of way shall prohibit work during the hours in which Concord is holding a primary, general or special election as determined by the Concord City Clerk. A copy of the complete Election Day Construction Policy can be viewed on-line at www.concordnh.gov/Purchasing.

ACCESS TO PUBLIC MEETINGS

All City of Concord public meetings are accessible for persons with disabilities. Any person who feels that he or she may be unable to participate in a City of Concord public meeting due to a disability should, to the extent possible, call (603) 225-8570 at least 48 hours prior to the meeting so that a reasonable accommodation can be arranged.

For meetings held in the City Council Chambers, any person who is unable to access the upper level of the Council Chambers to address the City Council or any other public body may use the podium and/or microphone located at the lower level of the Council Chambers. Other reasonable accommodations may be available upon request.

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

INSTRUCTIONS TO PROPOSERS
WEBSITE DESIGN & CONTENT MANAGEMENT SYSTEM SERVICES

1. GENERAL:

The City of Concord, New Hampshire (hereafter referred to as the CITY), is seeking the services of a professional individual or firm (hereafter referred to as the CONSULTANT) lawfully engaged in the practice of providing website design & content management system services in the State of New Hampshire.

Interested individuals/firms should respond to this Request for Proposals on or before the time due for submission.

A detailed proposal in compliance with the designated format is required. Following receipt of proposals, The City of Concord's selection committee intends to interview 3 – 5 consultants, who responded to this RFP, for the required website design services. The consultants to be interviewed will be selected using the weighted evaluation criteria detailed in this RFP. The Interviews will be structured to allow up to 90 minutes for a formal presentation on the proposed scope of services followed by informal discussion and questions from the review committee. At the conclusion of the interviews, the committee will rank the firms interviewed. The highest ranked firm will enter into negotiations with the City for a contract to provide the necessary professional services. If contract terms cannot be reached the firm ranked second will be invited for contract negotiations.

Trade secrets or proprietary information submitted by any CONSULTANT in connection with a procurement transaction shall not be subject to public disclosure under the New Hampshire Freedom of Information Act; however, the CONSULTANT must invoke the protection of this section prior to or upon submission of the information or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the CONSULTANT.

Emphasis in selecting an CONSULTANT shall be placed on the firm's experience in projects similar to those which the CITY anticipates undertaking.

2. PROPOSAL SUBMISSION:

In order to be considered responsive, proposals must be submitted in **one original and five (5) identical copies** to Douglas B. Ross, Purchasing Manager, 311 North State Street, Concord, New Hampshire, 03301, Telephone (603) 230-3664.

Proposals must be received no later than **2:00 P.M. on May 11, 2012**, to be eligible for consideration by the City. Each proposal shall be submitted in a sealed envelope that is clearly marked:

RFP14-12

WEBSITE DESIGN & CONTENT MANAGEMENT SYSTEM SERVICES

3. TIMETABLE:

Proposals will be reviewed and interviews conducted as soon as possible after the advertised opening date. The CITY desires that a contract be signed with an CONSULTANT as soon as possible after the conclusion of the interviews.

4. PROPOSAL PREPARATION:

In order to facilitate evaluation of the proposals, the CONSULTANT is instructed to follow the outline below in responding. **Proposals that do not follow the outline, or do not contain the required information may be considered as unresponsive proposals.** Additional and more detailed information may be annexed to the main body of the reply.

A. Company/Individual Background Material

Provide pertinent information concerning the background, experience, and reputation of the firm/individual.

B. Ability to Perform

Identify previous work on similar projects. The CONSULTANT will demonstrate an understanding and familiarity with projects of this type or existing similar contracts developed.

C. Staff Project Manager - Contact Person

The CONSULTANT will identify the staff project manager and other individuals who will be assigned to work with the City, along with individual resumes.

D. Back-up Capability

The CONSULTANT shall include the resume of individuals who would be assigned to the project in the event of an unexpected problem in manpower assignments.

E. Technical Approach

The CONSULTANT shall submit a scope of services and the expected tasks or steps taken to accomplish the work. This shall include proposed project schedules highlighting major tasks and target completion dates.

F. CONSULTANT'S Experience

The CONSULTANT shall provide a list of previous and current awarded contracts, which are considered identical or similar to the scope of services, discussed herein.

The CONSULTANT must submit a list described above which should include the following:

1. Contract duration, including dates;
2. Services performed;
3. Name, address and telephone number of contracting agency and knowledgeable individual who may be contacted for verification of all data submitted.

G. Proposal Sheet and Signature

The CONSULTANT shall complete, sign and submit the Proposal Sheet included in this RFP on pages 25 & 26.

5. General Description

The City of Concord is interested in receiving quotations for providing website design & content management system services. The City of Concord's website is a resource to its citizens, the visitors who are coming to Concord and businesses who are interested in the development possibilities that Concord offers. Currently our website offers mostly static information about our City, and forms with a limited number of online services. The objectives of the redesigned site are to offer a growing list of online services, to enable communication and information sharing so that our citizens, visitors and businesses have speedy efficient access to the City's numerous resources.

The City of Concord's current website, www.concordnh.gov is hosted locally onsite. Our website is not uniform throughout and is cumbersome to navigate. The design changes depending on which webpage is navigated, and which application you use within our website. A new web design would be used throughout the website giving it a more uniform and official look. The public would be able to navigate the site easier.

We are using Microsoft Front Page and a custom content management system to create and update web pages. Most of the web changes are created and posted to the Internet by a trained individual within a department. The updates are sent to a test server to review, and then the updates are then transferred to the Internet server. IT reviews for broken links and any handicap publishing issues. There is no expiration date or approval function in our process.

We have approximately thirteen departments with several sub areas with separate content that need to have their own web pages and the ability to perform their own web changes. We are doing ecommerce on tax bills and utilities bills, as well as recreation. We post agendas, calendars, minutes, job postings, bids and results, news events, community links and ordinances for the public.

The advantages of a web content management system would allow departmental users to create and post their own web updates. They would be able to keep their pages up-to-date and current. Also, there would be an approval process that would allow the manager or departmental supervisor to sign off on the updates. Departments would also be able to have material automatically removed by entering an expiration date and time. Changes would be easy to make for the non-technical content owner with little training needed.

6. Criteria of awarding RFP:

The written and illustrated response to the following points shall be used as weighted criteria for awarding this agreement:

- Illustrative examples of design and layout capabilities.
- Experience with a website development project of this size and significance.
- Experience with E-Commerce development.
- Demonstration of website security credentials.
- Compliance with handicap accessible ADA guidelines and requirements.
- Provide a plan for the conversion of 5000 or greater pages to the new format
- Cost
- Submission of all required documentation

The City recommends the CONSULTANT to have produced a minimum of twenty websites and have been in the business of web design for at least five (5) years.

7. Scope of Services:

The City's goal is to maximize online services and we are currently implementing ERP software which has an online module, eSuite for interaction with vendors and citizens. Ease of navigation must make the City's website a user-friendly informative resource for news and information. We will be expecting a plan to create a consistent look and feel to the homepage and divisional/departmental homepages with a reliable uncomplicated navigation system.

This City will maintain and enhance this web site after initial development and implementation is complete. It is not the City's intent to enter into a continuous maintenance relationship with the successful CONSULTANT for such services, although the City may request the CONSULTANT to provide non-routine design tasks in the future at the option of the City. The site may be hosted locally or offsite, depending on the consultant's recommendation.

The City is sensitive to the program costs since budget is limited. The City is seeking a CONSULTANT that has considerable experience in web design, so that the City can depend upon a streamlined solution and approach. The City anticipates that an experienced and qualified CONSULTANT will be able to offer design templates and standardized solutions, and other cost-efficiencies favorable to the City in order to keep costs at a minimum and allow the City to achieve many of their primary objectives within the given budget.

Respondents are encouraged to consider and briefly discuss their skills and qualifications as part of their response, and should be sensitive to this particular concern of the City. Respondents should consider their capacity to meet the cost sensitivities of the City through their prior experience and skill.

8. Web Site Project Phases

A. Discovery (City Web committee with CONSULTANT)

- 1) Determine content

- a) Evaluate existing web content for inclusion in the new site
- b) Brainstorm & identify new content
- c) Document all content for the new site
- d) Document relationships between content for use later during site layout

2) Navigation Structure

- a) Determine the functional top level navigation tabs
- b) Determine sub-level navigation options

3) Roles & responsibilities

- a) Assign ownership to sections, pages and/or documents

4) Set content update schedules

- a) For each object (page/document) specify interval or dates it is to be checked, updated or deleted by its owner.
- b) Specify if/how the web application should notify document owners that a review is due.
- c) Determine a default action the web application should take if a review is not performed in a timely manner.

B. Design (CONSULTANT & IT representative)

1) Functional Specifications

- a) Detail exactly how the web site will operate
- b) Specify all deliverables
- c) Set specific milestones

2) Design site layout

- a) Organize the site structure
- b) Determine all the templates needed for various functions
- c) Determine a look & feel for the site, including color schemes, graphic elements & navigation tools

3) Mock up templates

- a) Create visual models of how the user interfaces will operate
- b) Internal database content management forms
- c) External web pages

4) Reports

- a) Develop management reports to keep tabs on our web application

5) Concept of design acceptance

- a) Present to City management

- b) Implement suggestions made
- c) Final Acceptance (milestone)

C. Development (CONSULTANT)

- 1) Create templates
 - a) Code user interface templates used for non-technical staff to add, change or delete content
- 2) Design database
- 3) Design web applications
- 4) Develop Reports
 - a) Design and code reports as specified to report on activity/health of the web application
- 5) Testing
 - a) Developer testing
 - b) Usability testing
- 6) Concept of Design acceptance
 - a) Present to IT management
 - b) Implement suggestions made
 - c) Final Acceptance (milestone)

D. Conversion

- 1) Document Conversion
 - a) This may be done by consultant, departmental staff, or by IT staff if the process is technical.

E. Implementation (CONSULTANT & IT Rep)

- 1) Install Databases
 - a) Configure Database access as necessary
 - b) Install database files as needed
 - c) Define other methods for database access by web applications
 - d) Set up nightly processes
- 2) Install Web Applications
 - a) Install object and components developed
 - b) Integrate with existing web applications.

- 3) Install Reporting Tools
 - a) Install software & components to support reporting
- 4) Site Testing
 - a) Usability testing
 - b) Stress testing
 - c) Load testing
- 5) Concept of Design Acceptance
 - a) Present to City management
 - b) Implement suggestions made
 - c) Final Acceptance (milestone)
- 6) Go Live!
 - a) Switch the web server from the old site to the new! (milestone)

F. Maintenance (City Web committee)

- 1) Monthly Web Team Meeting
 - a) Review monthly reports
 - b) Discuss new documents for web site
 - c) Plan major improvements for web site

9. Specifications of Website design

A. Detailed Website Design Specifications, to include:

1. Website Design

- 1.1. Must be customized and ensure a consistent “look and feel” across all Web pages.
- 1.2. Incorporate City logo and tagline
- 1.3. Most important information easily accessible from homepage
- 1.4. Information organized by:
 - 1.4.1. Department
 - 1.4.2. Topic
 - 1.4.3. Target users
- 1.5. Photos and collages (Animation/Media) of:
 - 1.5.1. Local people
 - 1.5.2. Landmarks
 - 1.5.3. City of Concord buildings
- 1.6. Multiple levels of menus and sub-menus
- 1.7. Section 508 compliant
- 1.8. Search engine optimization
- 1.9. Offer breadcrumbs
- 1.10. Offer a site map

2. Content management system

- 2.10.1.1 Offer customization options
- 2.10.1.2 Interactive tools to include, but not limited to:
- 2.10.1.3 Filterable calendars
- 2.10.1.4 Ability for streaming media
- 2.10.1.5 E-notification or the ability to use third party tools for this feature
- 2.10.1.6 E-newsletters
- 2.10.1.7 Advanced site search. Site Search function for all pages including archives.
- 2.10.1.8 Links to appropriate government/nonprofits with a presence in the City
- 2.10.1.9 Possible Dropdown, pop-out and scrollable menus
- 2.10.1.10 Links to interactive E- Commerce internet systems (Utilities, Taxes, Recreation programs, Golf course, Library, Concord Regional Crimeline, etc)
- 2.10.1.11 Resource center for documents stored in one place, linked to other pages.
- 2.10.1.12 FAQs by departments

- 2.11.10 Email subscription service for notifications for departments
 - 2.11.11 Departmental Survey Questionnaire- **OPTIONAL**
 - 2.11.12 Interactive comments/complaints/compliments- **OPTIONAL**
 - 2.11.13 Web site statistics
 - 2.11.14 Link with Geographic Information System (GIS) information webpage.
 - 2.11.15 Social media integration
 - 2.11.16 Searchable contact list with e-mail link
 - 2.11.17 Downloadable files
 - 2.11.18 Departments to have Links, Descriptions, Telephone number, Services Offered, FAQ on each webpage.
 - 2.11.19 Searchable agendas/minutes and archive system
 - 2.11.20 Bids and Results postings page
 - 2.11.21 Personnel Job postings page
 - 2.11.22 Several Calendars for the city and departmental calendars
 - 2.11.23 News and Events
- 2.12 Application integration to include, but not limited to:
- 2.12.19 Online Scheduling for City Auditorium
 - 2.12.20 Online integration with City ERP system
 - 2.12.21 Online third party applications (Vision Appraisal, Property Tax calculator, Rectrac, Muni code, etc....)
- 2.13 Hosted Solution or non hosted solution—depending on vendor chosen
- 2.14 Browser-based administration
- 2.15 Compatible with all major browsers with minimum release version (currently Firefox 3.6, Internet Explorer 7, Safari 4, Google Chrome)
- 2.16 Ability to add, edit, delete, modify and move pages easily
- 2.17 Ability to update text, images, graphics, sound, video, documents, PDF's, list and links.
- 2.18 Allow rotation of content/content scheduling
- 2.19 Ability to schedule content and remove based on expiration date.
- 2.20 Must be able to copy and paste from M.S. Word.
- 2.21 Form authoring tool to create:
- 2.21.19 Form-to-email
 - 2.21.20 Form-to-database
- 2.22 Page design and formatting that will include:

2.22.1 Ability to email page links to other users

2.22.2 Printable pages

3 Requested

3.1 Broken link checker

3.2 Secure administration and content approval workflow that is specific for each department.

3.3 Comparing version changes

3.4 Single-source web publishing

3.4.1 Enable administration to change a single page and effect multiple changes

3.5 Statistical data from website on web traffic.

3.6 Compatible with Mobile devices and Smart phones (MOBI compatible, MOBI website)--
OPTIONAL

3.7 Ability to function with Google Translate successfully.

3.8 Must have a copy of the website or make sure vendor has escrow of software.

4 Data Migration

4.1 Analysis of data of existing City of Concord website.

4.2 Determination of data to be migrated.

4.3 Plan and timeline of data migration

5 Training

5.1 Training option to be included in proposal:

5.1.1 Single administrator (train the trainer) per person.

5.1.2 Multi-user training (train the users) per person.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in **one (1) original and five (5) identical copies** as part of his/her proposal:

1. Proposal Statement (See Instructions to Proposers, Paragraph 4A-H)
2. Proposal Sheet (See Instructions to Proposers, Paragraph 4G, and Pages 25 & 26)
3. Specifications Exception Form
4. Alternate Form W-9
5. City of Concord Indemnification Agreement

The successful vendor must submit, prior to contract signing, his/her insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required levels of coverage

CITY OF CONCORD, NEW HAMPSHIRE
PROPOSAL SHEET

RFP14-12, WEBSITE DESIGN & CONTENT MANAGEMENT SYSTEM SERVICES

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE WEBSITE DESIGN & CONTENT MANAGEMENT SYSTEM SERVICES IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN RFP 14-12, FOR THE FOLLOWING FIRM, FIXED PRICES:

1. ITEM 1:

Website Redesign

_____ DOLLARS \$ _____
(FIGURES)

2. ITEM 2:

Consulting support hourly rates/ Time and materials

_____ DOLLARS \$ _____
(FIGURES)

TOTAL ITEMS 1-2:

_____ DOLLARS \$ _____
(FIGURES)

OPTIONAL. ITEM 3:

Mobi Compatible version of Website

_____ DOLLARS \$ _____
(FIGURES)

OPTIONAL. ITEM 4:

Training of Departmental users

_____ DOLLARS \$ _____
(WRITTEN) (FIGURES)

TOTAL ITEMS 1-4:

_____ DOLLARS \$ _____
(WRITTEN) (FIGURES)

NUMBER OF CALENDAR DAYS NECESSARY TO COMPLETE THE REQUIRED WEBSITE DESIGN SERVICES AFTER RECEIPT OF ORDER: _____

OTHER ITEMS:

1. VALUE ADDED SERVICES OFFERED AT NO ADDITIONAL COST TO THE CITY:

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE FIRM SUBMITTING THIS PROPOSAL
2. THE RECEIPT OF THE FOLLOWING ADDENDA _____
3. THE FIRM SUBMITTING THIS PROPOSAL HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PROMPT PAY DISCOUNT TERMS: _____ . THE CITY'S STANDARD PAYMENT TERMS ARE NET 30 DAYS AFTER DELIVERY AND ACCEPTANCE.

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Manager
311 North State Street, Concord, NH 03301
603-230-3664; 603-230-3656 (Fax); dross@concordnh.gov

Due Date/Time: May 11, 2012 No Later Than 2:00 PM

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your bid/quotation does not meet all of our specifications you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: _____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

Alternate Form
W-9 (rev 01/08)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/ Sole proprietor Corporation Partnership
 Limited Liability Company – Enter the tax classification (**D**=Disregard entity, **C**= Corporation, **P**= Partnership
 Other

Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

City of Concord
41 Green Street
Concord NH 03301

List account number(s) here (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –

Employer identification number –

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here

Signature of U.S. Person

Date:

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED**

**CITY OF CONCORD, NEW HAMPSHIRE
RFP14-12, WEBSITE DESIGN & CONTENT MANAGEMENT SYSTEM SERVICES
THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful CONSULTANT agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the CONSULTANT in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

City of Concord, New Hampshire
RFP14-12, WEBSITE DESIGN & CONTENT MANAGEMENT SYSTEM SERVICES
Insurance Requirements for All Contractors

Additional Coverage is Required if Checked *Minimum Limits Required*

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000
<input type="checkbox"/> Occurrence	
<input type="checkbox"/> Claims Made	

Additional Coverage to Include

<input type="checkbox"/> Owners & Contractors' Protective – Limit	NA
<input type="checkbox"/> Underground/Explosion and Collapse	

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

<input type="checkbox"/> Garage Liability	NA
<input type="checkbox"/> Garage Keepers Legal Liability	NA

Workers Compensation

NH Statutory including Employers Liability - Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000
--	-------------------------------

Commercial Umbrella

May be substituted for higher limits required above	NA
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

<input checked="" type="checkbox"/> 1. Professional/Errors & Omissions	\$1,000,000
<input type="checkbox"/> 2. Builders Risk – Renovation Form	
All Risk completed value form including Collapse	NA
Sublimit for Soft Cost Coverage	NA
<input type="checkbox"/> 3. Installation Floater (Equipment)	NA
<input type="checkbox"/> 4. Riggers Liability	NA
<input type="checkbox"/> 5. Environmental – Pollution Liability	NA
<input type="checkbox"/> 6. Aviation Liability	NA
<input type="checkbox"/> 7. Watercraft – Protection & Indemnity	NA

(X) **The City of Concord must be named as Additional Insured**

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP14-12

PROJECT: Website Design & Content Management System Services

CITY CONTRACT NO.: RFP14-12

CONTRACT FOR: Website Design & Content Management System Services

You are notified that your Proposal opened on May 11, 2012 for the above Contract has been considered and accepted for you to provide website design & content management system services. All terms, conditions, specifications and prices shall be in accordance with the CITY'S Request for Proposals (RFP14-12 and all addenda) and the CONSULTANT'S proposal.

The Contract Price of your contract shall be in accordance with the attached Proposal Sheet.

SEE ATTACHED

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by _____. You must deliver to the CITY:

1. One fully executed counterpart of the Agreement.
2. Your insurance certificate(s), meeting the minimum required types and levels of coverage, naming the CITY as an additional insured.

Failure to comply with these conditions within the time specified will entitle the CITY to consider your proposal abandoned and to annul this Notice of Award.

Within ten (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement and issue a Notice to Proceed and a purchase order.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to INFORMATION TECHNOLOGY DEPARTMENT

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2011

by and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and

_____ doing business as (an individual) or (a partnership) or
(a corporation) hereinafter called the “**CONSULTANT**”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONSULTANT** will commence and provide the website design & content management system services as required by the **CITY**. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals (RFP14-12 and all addenda) and the **CONSULTANT’S** proposal opened on May 11, 2012.
2. The **CONSULTANT** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide the website design & content management system services as detailed by RFP14-12 and all addenda.
3. The **CONSULTANT** will commence the work required by the **CONTRACT DOCUMENTS** within ten (10) calendar days of the date of the **CITY’S** Notice to Proceed. Completion time for this Agreement shall be _____ calendar days thereafter.
4. The **CONSULTANT** agrees to provide all the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the sfee for services provided with the cost proposal submitted by the **CONSULTANT**.
5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
 - (A) REQUEST FOR PROPOSALS RFP14-12
 - (B) RFP14-12 PROPOSAL RESPONSE
 - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT
 4. INSURANCE CERTIFICATE
 - (D) LETTER OF AWARD
 - (E) NOTICE OF AWARD
 - (F) AGREEMENT
 - (G) NOTICE TO PROCEED

(H) ADDENDA # _____ DATED _____
(I) CITY OF CONCORD PURCHASE ORDER NUMBER _____

The contract between the **CITY** and the **CONSULTANT** shall consist of (1) the Request for Proposals (RFP) documents and any amendments there to and (2) the **CONSULTANT'S** proposal. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP documents shall govern. However, the **CITY** reserves the right to clarify any contractual relationship in writing with the concurrence of the **CONSULTANT** and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP documents and the **CONSULTANT'S** proposal. In all other matters, not affected by written clarification, if any, the RFP documents shall govern.

6. The **CITY** will pay the **CONSULTANT**, in the manner and at such times as set forth in the General Terms and Conditions, such amounts as required by the **CONTRACT DOCUMENTS**. Retention from progress payments will be in accordance with the General Terms and Conditions.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:
CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

Name _____

Title _____

CONSULTANT:

By _____

Name _____
(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____
(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP14-12

PROJECT: Website Design & Content Management System Services

CITY CONTRACT NO.: RFP14-12

CONTRACT FOR: Website Design & Content Management System Services

(Name of CONSULTANT)

You are notified that the Contract Time under the above contract will commence to run within ten (10) calendar days of the date of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be no later than _____ calendar days thereafter.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, meeting the required minimum types and levels of coverage and naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to INFORMATION TECHNOLOGY DEPARTMENT

PROPOSAL EVALUATION FORM

FIRM: _____ DATE: _____

PROJECT: RFP14-12, Website Design & Content Management Services

DEPARTMENT/DIVISION: Information Technology Department

RATING CATEGORY	WEIGHT	RATING	SCORE
Proposal:			
Provision of all Required Documentation	5		
Illustrative Examples of Design & Layout Capabilities	10		
Plan for Conversion of 5000 or Greater Pages to New Format	10		
Cost	15		
Firm/Organization & Project Team:			
Experience with Website Development Projects of Comparable Size & Significance	10		
Experience with E-Commerce Development	10		
Demonstration of Website Security Credentials	10		
Compliance with Handicap Accessible ADA Guidelines and Requirements	5		
Total:			

Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10

Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores

City of Concord,
New Hampshire

Finance Department

Purchasing Division

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

Concord, NH 03301

(603)230-3664 FAX(603)230-3656

www.concordnh.gov/Purchasing



Reference: RFP14-12

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

* * * * No Proposal Questionnaire * * * *

A no proposal is submitted in reply to the City of Concord Request for Proposals, RFP14-12 (Website Design & Content Management System Services) for the following reasons:

- _____ Item/Service not supplied by our company.
- _____ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):

- _____ Profit margin on municipal proposals too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) _____
- _____ Insufficient time allowed to prepare and respond to proposal request.
- _____ Proposal requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- _____ Other reason(s), please specify: _____

.....
Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)