



CORPORATION OF THE CITY OF NEW WESTMINSTER

REQUEST FOR PROPOSAL NWRFP-08-40

Website Design Services

Closing Time:
Thursday, January 15th, 2008
3:00 P.M., Local Time, Vancouver BC

Closing Location:
Main Reception Desk
City of New Westminster
511 Royal Avenue,
New Westminster, B.C. V3L 1H9

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Further requests for information :

Purchasing: Roy Moulder, CPP

Purchasing Manager

Telephone: 604-527-4525

Facsimile: 604-527-4509

Email: rmoulder@newwestcity.ca

COMPANY NAME			
Address:			
Telephone number		Email	
Signature: by officer with express authority to enter into contract		Dated	

CORPORATION OF THE CITY OF NEW WESTMINSTER

INTRODUCTION

PURPOSE AND BACKGROUND OF THE REQUEST FOR PROPOSAL

The City of New Westminster, the oldest city in western Canada, is looking to provide a fresh new look its existing website. The City is seeking Proposals from qualified Vendors (the "Proponent") to provide graphic and website design services to achieve this end.

The City is interested in improving content management, enhancing the navigation scheme, and adding business functionality with a view to enhancing speed, security and developing e-commerce capability in the future. The purpose is to improve the ability of the City's website to provide enhanced customer service for the future given directions in technology and customer expectations.

RESPONSE TIME AND PHYSICAL FORMAT OF PROPOSAL

Three (3) copies of the Proposal, including one signed and initialled copy of this Request for Proposal, are to be submitted and clearly marked on the outside envelope or box as follows:

Website Design Services NWRFP-08-40

Proposals will be received by the City at the location and time indicated on the title page of this Request for Proposal. The clock at the MAIN RECEPTION DESK is the official clock.

It is the Proponent's sole responsibility to ensure that its Proposal is received on time. Fax or electronic mail submissions will not be accepted. Late proposals will be returned unopened.

Proposals should remain unchanged for a period of sixty (60) days from date of closing. Successful Proposals submitted may become part of contracts for services.

All Proposals must clearly identify:

1. **Background:** the proposal must demonstrate that your company's organization and team have the necessary background and experience to carry out the requirements of this project.
2. **Experience:** all key personnel assigned to this project must be listed; including experience and qualifications.
3. **References:** provide a list of three (3) similar projects (with URL's) completed by your firm within the last two (2) years. Include the name and telephone number of a contact for each of these projects. Provide a brief description of the project or work completed.
4. **Project Plan and Costs:** provide a detailed project plan showing your approach, timeline and process. Include a breakdown of the budget showing all fees and disbursements, person-hour estimates, applicable taxes for each segment of the process.
5. **Commitment:** provide a written commitment that the project will be completed and delivered on time, as detailed in the Scope of Work of this RFP;

The City of New Westminster reserves the right to invite proposals from other parties and reject any or all Proposals. The City is looking for a Proposal offering the best overall value. The Proposals will be evaluated based on selection criteria such as understanding of the project

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requirements, work methodology, team experience, qualifications, schedule, and costs. The lowest cost submission or any Proposal may not necessarily be accepted.

KEY DATES

ITEM	DATE
Issue Date of the Request for Proposal	December 05, 2008
Inquiries / questions Up to	January 08, 2009
Closing Date and Time – Proposal submission	January 15, 2009 @ 3:00pm local time
Evaluation and Clarification of Proposals Completed	January 22, 2009
Acceptance of Successful Proposal	January 29, 2009

CORPORATION OF THE CITY OF NEW WESTMINSTER**GENERAL CONDITIONS****OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION**

All documents submitted to the City of New Westminster become the property of the City, and as such, Proponents are advised that parts, or all, of their proposals may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy (FIPP)* and *Community Charter*. Proponent's who wish to ensure particular parts of their Proposals are protected from disclosure under the FIPP Act should specifically identify any information or records provided with their proposals that constitute a) trade secrets, and b) that are supplied in confidence, and c) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the *Freedom of Information and Protection of Privacy Act* for further information.

All information, data systems or other material prepared or collated for this project will become the property of the City of New Westminster. Staff will identify the data and the presentation format for any findings to be made available to the public.

CONFIDENTIALITY OF CITY INFORMATION

Any information acquired about the City by a Proponent during this RFP process must not be disclosed unless authorized in writing by the City, and this obligation will survive the termination of this RFP process. The awarding of any contract or the reaching of any agreement for the provision of services to the City will not permit any Proponent to advertise a relationship with the City without the City's prior written authorization.

PROPONENT'S EXPENSES

Proponents shall be solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

LIMITATION OF DAMAGES

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

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THE PROPONENT ACKNOWLEDGES AND AGREES THAT:

1. Other City officers (except those stated on the Title page), City employees and elected officials will not be contacted directly or indirectly regarding this Request for Proposal;
2. This RFP is not a call for Tenders but is intended to invite Proponents to submit detailed Proposals by which the City's objectives, as stated herein, can be met, following which the City will enter into further negotiations with the successful Proponent for the provision of the required services;
3. The City has the absolute right to accept or reject any Proposal for any reason, to negotiate with any Proponent or Proponents and to evaluate the Proposals in accordance with all information submitted by the Proponents and to abandon the RFP at any stage, for any reason;
4. There shall be no obligation on the part of the City of New Westminster neither to receive further information, whether written or oral, from any Proponent nor to disclose the nature of any Proposal received. If the City accepts a Proposal, following negotiations with the City, the Proponent will be required to execute a formal Contract to provide the services, in a form acceptable to the City;
5. The City of New Westminster shall not be obligated in any manner whatsoever until a written agreement has been duly executed relating to an approved proposal.

COMPLIANCE WITH LAWS AND REGULATIONS

Any successful Proponent must be prepared, at no extra cost, to give all the notices, and obtain all the licenses and permits required to provide the services in the City of New Westminster and to comply with all Federal Provincial and Municipal laws applicable to the services or the performance of the contract, including those of WorkSafe BC.

SUBCONTRACT AND ASSIGNMENT

In the event of any proposed sub-contracting arrangement (which includes a joint Proposal submitted by two bodies having no formal corporate links), the responsibility for the submission of a Proposal, any subsequent negotiation, and the administration of any resulting contract for service will be that of the first Proponent named on the title page.

Under no circumstances may any part of an executed contract resulting from this Request for Proposal be sub-contracted or assigned to another firm, person or company without the prior written authorization of the City of New Westminster.

INSURANCE

Any contract for service, which results from this RFP process, may include a term requiring the service provider(s) to carry general liability insurance in the amount of one million dollars (\$1,000,000.00) for staff or others involved in performing the contract responsibilities on behalf of the service provider.

Any contract for service, which results from this RFP process, will also include a term requiring the service provider(s) to, insofar as is legally permissible, and if not covered by the insurance noted above, indemnify and hold harmless the City, its officers and employees, from any and all liability arising out of the service provider's or a contractor's performance or non-performance of the terms of the contract or out of the provision of the service generally.

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ACTING IN CONFLICT

Any contract for service, which results from this RFP process, will include a term prohibiting the service provider(s) from acting for any party whose interests are in conflict with those of the City, unless specific prior waiver of that term has been given in writing by the City in each instance.

CONFLICT OF INTEREST

By submitting a proposal, the Proponent warrants that neither it nor any of its officers, directors, employees or subcontractors, has any financial or personal relationship or affiliation with any elected official or employee of the City of New Westminster or their immediate families which might in any way be seen or perceived (in the City's sole and unfettered discretion) to create a conflict of interest.

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SCOPE OF WORK

1.1 INTRODUCTION

The City of New Westminster is seeking to update their existing public website to achieve a visually compelling, user-friendly, easy to navigate site that communicates City Services, Current events, Business and Employment opportunities, among others, and integrates new technology and features. Please refer to www.newwestcity.ca for further information regarding what the City expects to provide under the new design format.

A non-proprietary content administration / management system is also required that facilitates simple, and timely maintenance of content (images, text, documents, and multi-media). Both the website and the content management system must be user-friendly, have intuitive user interface, navigation and site content organization, allow for multiple administrative users and be web-based. The current City website is hosted by a third-party on a Linux platform running PHP and MySQL. The City expects that the site is developed according to current best practices, regulatory, and security standards. Additionally, the site (architecture) should be designed / developed so that additional content, functionality, technology, applications, etc can be easily accommodated.

1.2 CONTENT

The City of New Westminster's website will include but not be limited to:

- Organizational information
- Contact information for departments and services
- Links to other relevant websites
- Schedules of meetings, programs and other relevant events
- News releases and notices to the public
- Emergency services information
- Community information for residents and visitors
- Parks & recreation facilities information and online registration
- Access to official documentation such as reports, publications, applications, bylaws
- Maps, including aerial photos
- Online payment services
- Flash
- Video and audio streaming
- RSS feeds

1.3 CONSULTANT DELIVERABLES

The proponent will agree to provide the following (but limited to):

- Provide a fully functioning website, meeting all of the City's content requirements as outline above
- Provide new design templates
- Design and transfer of existing content to new website
- Review existing content and work with departments to update language to modern web standards
- Suggest ideas and/or applications to accomplish new website goals
- Ensure that content management system provider offers tech support and training to staff
- Provide monthly updates on project progress to the City's representative within the Communications Department

1.4 PROJECT MANAGEMENT

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The contract will be held by the City of New Westminster and administered by its Communication Department. The Consultant will work in collaboration with staff from the City to develop a re-designed website as outlined in this Request for Proposal.

Work will be completed on time and to the satisfaction of the City of New Westminster.

1.5 PAYMENTS

Each invoice will show an itemized list of services and costs incurred for each of the tasks outlined in this Scope of Work. In addition to an itemized invoice, each invoice submitted by the Consultant will clearly indicate:

- a) The total amount of services and disbursements and total for each task;
- b) The total to date for each task;
- c) The total payable for this invoice
- d) Purchase Order Number associated with the project.

2.0 PROPOSAL FORMAT, EVALUATION AND SELECTION

2.1 PROPOSAL FORMAT

All proposals shall include the following information:

2.2 PROPOSAL EVALUATION

All proposals will be evaluated by the City of New Westminster. Any or all proposals will not necessarily be accepted. Proponent(s) that fail to meet a minimum requirement for qualifications, experience and methodology will be disqualified from the process prior to cost considerations. The object of the evaluation and selection process is to identify the Proposal that, in the City's opinion offer the best value for the products and/or services requested.

The following criteria, not in any order of importance, will be considered in the evaluation of each Proposal submitted to the City:

- a) Quality of the Proposal;
- b) Completeness of the Proposal;
- c) Demonstrated proven experience in developing websites of a similar size and nature;
- d) Work program and schedule;
- e) Project Costs;
- f) Reference checks; and
- g) Proponent's innovative ideas and provision of value added services.

Submitted Proposals will be reviewed and evaluated by a selection committee comprised of City staff. During the evaluation process, any or all of the Proponents may be invited to give written or oral presentations, and/or participate in interviews with the selection committee.

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The City, in assessing best value:

1. May not necessarily accept the lowest or any Proposal and may, in its sole discretion, accept any Proposal and may waive any minor informality or irregularity in Proposals received;
2. Has no obligation to receive further information, whether written or oral, from any Proponent, not to disclose the nature of any Proposals received;
3. May negotiate changes to the scope of work with any one or more Proponents without having any duty or obligation to advise any other Proponent(s) or to allow them to vary their Proposal(s) due to changes to the scope of work.

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PRICING SCHEDULE

PRICING

Proponents must submit complete pricing information in accordance with the terms and conditions of this Request for Proposal including this Pricing Schedule.

The Proponent shall submit all rates/prices as requested in this Pricing Schedule. All rate/prices submitted shall include all costs to perform the work as described in this RFP, including but not limited to, required equipment, training, travel time, salaries and benefits of employees, administrative costs, overhead, profit, fuel charges and other costs associated with the performance of the service(s) of this RFP.

All prices submitted must be in Canadian dollars and **exclude** any applicable Provincial (PST) and/or Federal (GST) taxes.

Item	Description		
1.0	Graphic and Website Design Services, as per the Scope of Work of this RFP	\$	
1.1	Content Management Software / System	\$	
1.2	GST	\$	
1.3	PST (if applicable\$	\$	
1.4	Total Proposal Price (all taxes included)	\$	

Additional yearly maintenance fees

Item	Description		
2.0	Content Management Software Maintenance Fees (yearly)	\$	

Proponent's Name: _____

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APPENDIX A

DRAFT CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ day of _____, 2008

BETWEEN: THE CORPORATION OF THE CITY OF NEW WESTMINSTER
(herein called the "City")

OF THE FIRST PART

AND: "Consultant"
(herein called the "Consultant")

OF THE SECOND PART

The City and the Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT

- a) The City engages the Consultant and the Consultant agrees to perform Consulting Services (herein called the "Services") and provide all qualified personnel, support services, reports, analysis and such other things required by the Terms of Reference attached hereto and Proposal for _____, submitted to the City _____ (as the same may be amended from time to time by mutual agreement in writing) which form part of this Agreement.

The Consultant represents that he/she is professionally qualified and capable of performing the Services and shall at all times exercise the standards of care, skill and diligence normally provided by a professional specializing in the performance of the Services similar to those contemplated by this Agreement.

The Consultant will not act for any party whose interests are in conflict with those of the City, unless specific prior waiver of that term has been given in writing by the City in each instance.

The Consultant warrants that neither it nor any of its officers or directors, or any employee, has any financial or personal relationship or affiliation with any elected official or employee of the Corporation or their immediate families which might in any way be seen or perceived (in the Corporation's sole and unfettered discretion) to create a conflict. If such any conflict of interest arises during this agreement the Consultant will immediately inform the City in writing.

ARTICLE 2 - DURATION AND TERMINATION

DURATION

- a) Services under this Agreement shall commence _____ and be completed in accordance with the schedule in the Terms of Reference, subject to further extension as agreed upon by the parties.

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- b) Completion shall be when the City certifies in writing all requirements under this Agreement have been fulfilled to the satisfaction of the City.
- c) In the event additional services are required which do not fall within those described Terms of Reference then the completion date set forth above may, by mutual agreement, be extended by a period determined to be sufficient for such additional services. Additional services may be requested in writing by the City and payment therefore shall be agreed between the Consultant and the City prior to provision of same.
- d) Should the Consultant breach this agreement, either by abandonment, or by act or omission on his part contravening the terms of this Agreement then this Agreement shall terminate at the time of such abandonment or act or omission and the Consultant shall be paid only for Services performed up to the date of contravention.
- e) Acts or omissions by the Consultant which shall justify termination of this Agreement shall include but not be limited to the following:
 - i) neglect of duties;
 - ii) non-compliance of this Agreement;
 - iii) inability to perform the Services he represented himself as competent to perform;
 - iv) any misrepresentation made or concealment of material fact for the purpose of securing this Agreement.

TERMINATION

The agreement may be terminated by the City as follows:

- i) For Deficiency or Default - immediately by providing to the Consultant written notice of the deficiency or default after the Consultant has been given a reasonable opportunity to remedy said deficiency or default;
- ii) Without Cause - by providing the Notice in writing to (as agreed upon).

Upon termination of the agreement, the Consultant will be paid for all work performed up to the effective date of termination. All other obligations of the City to the Consultant will terminate upon the termination or expiry of the agreement.

ARTICLE 3 - NON-DISCLOSURE OF INFORMATION

The Consultant accepts that any information relating to the business affairs of the City is confidential and that any disclosure by him of any such information to unauthorized persons shall be reason for termination of this Agreement.

ARTICLE 4 OWNERSHIP OF CONTRACT DOCUMENTS AND FREEDOM OF INFORMATION

All documents submitted to the City of New Westminster become the property of the City, and as such, Consultants are advised that parts, or all, of this contract and documents legally connected to this contract may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy (FIPP) and Community Charter*. Consultants who wish to ensure particular parts of this contract are protected from disclosure under the FIPP Act should specifically identify any information or records forming part of the contract that constitute (1) trade secrets, (2) that are supplied in confidence, and (3) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing

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categories may be subject to disclosure to third parties. Please refer to the Freedom of Information and Protection of Privacy Act for further information.

ARTICLE 5 - COMPLIANCE WITH APPLICABLE LAWS

The Consultant shall be responsible for giving all notices and complying with all laws, ordinances, rules, regulations, codes and standard relating to the conduct of the Services and the locations to which the Services are to be performed. The Consultant shall indemnify the City and hold it harmless from and against any claim, penalty, losses, damages or expenses which might be made, imposed, suffered, or incurred by reason of an asserted or established violation of any such laws, ordinances, rules, regulations, codes or standards.

The Consultant will register for, obtain and maintain their own separate WorkSafe BC Insurance Coverage, when required by WorkSafe BC and the *Workers Compensation Act*. Most employers are required by law to register their firm with WorkSafe BC and pay premiums; however, there are some exemptions to registration and there are situations where registration is optional (i.e. Personal Optional Protection and voluntary coverage). When WorkSafe BC Insurance coverage is required, the Consultant will prove to the City they are registered with WorkSafe BC and are up to date on their premiums by providing a WorkSafe BC Clearance letter to the City before the Consultant starts work for the City and again before the City makes final payment to the Consultant.

The Consultant will comply with the WorkSafe BC Occupational Health and Safety Regulation and the *Workers' Compensation (WC) Act*. Any WorkSafe BC violation by the Consultant may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City. Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the Consultant are the responsibility of the Consultant.

For information on who is required to register and who is exempt from registering for WorkSafe BC Insurance Coverage and/or more information on Personal Optional Protection, go to the WorkSafe BC website (www.worksafebc.com).

ARTICLE 6 - PATENT RIGHTS AND ROYALTIES

The Consultant shall save harmless and indemnify the City from and against all claims and proceedings for or in account of infringement or any patent, design right, trademark or name or other protected rights in respect of any practice or process in respect of the Services to be performed.

ARTICLE 7 - ADVERTISING AND PUBLICITY

All proposed advertising or publicity by the Consultant referring to the City or performance of the Services shall be submitted to the City for written approval prior to issue.

ARTICLE 8 - RELATIONSHIP

It is expressly agreed, represented and understood that the parties have entered into an arm's length independent contract for the rendering of the above-mentioned Services and that the Consultant is not an employee, agent or servant, of the City. Further, this Agreement shall not be deemed to constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent or any other relationship apart from an independent contractor status

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providing an independent service for which the City will be invoiced according to the terms and conditions of this Agreement.

The manner and means by which the Consultant conducts its work in order to provide the Services contemplated by this Agreement are under its control.

ARTICLE 9 - FEES

In consideration of the performance of the Services, the City shall pay the Consultant monies determined by the rates provided in the Proposal and the limits found in the Terms of Reference not to be exceeded without the prior written consent of the City:

The City retains the right to access and audit the Consultant's files and records related to the City's business with twenty-four (24) hours notice during normal business hours.

ARTICLE 10 - APPLICATION FOR PAYMENT

Application for payment in respect of lump sum items may be made by the Consultant in writing as the Services proceed. Applications may be made monthly up to the last day of the monthly payment period for the value of Services performed to that date including expenses (if any) properly incurred during the performance of the Services and any approved additional services.

The Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, Canada Pension Plan contributions, Employment Insurance deductions, and any other deductions required by the applicable provincial or federal statutes for the Consultant and any of its employees.

The Consultant must also obtain and maintain its own separate Worker's Compensation Coverage and abide by all provisions of the *Worker's Compensation Act and Regulations*. A letter of good standing from the Worker's Compensation Board must be provided to the City prior to commencement of the work.

Application for payment in respect of hourly items may be made by the Consultant as described above providing such applications shall be accompanied by the appropriate time sheets for verification by the City.

Payment will be made by the City to the Consultant within thirty (30) days of receipt of the Consultants application for payment subject only to an amount which may be withheld, on written notice to the Consultant, to protect the City from any actual or anticipated loss, damage, cost or expense arising from one or more of the following:

- i) the Consultant not making satisfactory progress in the opinion of the City;
- ii) deficiencies and errors in design, reporting, analysis or similar which have not been corrected or remedied; and
- iii) any other breach described in this Agreement under ARTICLES 2, 3, 4, and 5.

ARTICLE 11 – INSURANCE

Any contract for service, may include a term requiring the service provider(s) to carry general liability insurance in the amount of one million dollars (\$1,000,000.00) for staff or others involved in performing the contract responsibilities on behalf of the service provider. (Yes/No _____)

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The Consultant, insofar as is legally permissible, shall indemnify and hold harmless the City, its officers and employees, from any and all liability arising out of the Consultant's performance or non-performance of the terms of the contract or out of the provision of the Services generally.

ARTICLE 12 - ASSIGNMENTS

This Agreement may not be assigned by the Consultant, or to its successor (s) without the express written consent of the City.

ARTICLE 13 – ENGAGEMENT OF OTHER CONSULTANTS

The City in any event reserves the right at its own discretion to engage any consultant, other than that with which it reaches agreement(s), during the term of such agreement(s), if is deemed advantageous or appropriate.

ARTICLE 14 – OWNERSHIP AND COPYRIGHT

Any documents or products produced by the Consultant for the benefit of the City as a result of the provision of the Services may be used by the City in any manner as part of its operations at its own risk if the City chooses to use them in any manner other than for the particular purpose for which they were provided.

No term of this Agreement shall be deemed to have been waived by a party unless written waiver from the other party has been first obtained, and no condoning, excusing or overlooking of any default on previous occasions, or any earlier written waiver shall operate as a waiver in respect of a subsequent default.

This Agreement is the whole of the Agreement between the parties and sets forth all the warranties, representations, covenants, promises, terms and conditions between the parties and there is no other written or oral express or implied terms, conditions, warranties, representations or promises not reduced to writing and set out in this Agreement.

CORPORATION OF THE CITY OF NEW WESTMINSTER

IN WITNESS WHEREOF the parties hereto have caused their respective seals to be affixed as of the day and year first above written

**THE AUTHORIZED SIGNATURE FOR
THE CORPORATION OF THE CITY OF
NEW WESTMINSTER:**)
)
)
)
_____)
Purchasing Manager:)

Communications Manager

Accepted and Agreed on
_____, 20__ By

CORPORATE NAME)
)
_____)
Vendor)
)
)
_____)
Authorized Signature)
)
_____)
Name and Office)