



CITY OF NORTH AUGUSTA

**REQUEST FOR PROPOSAL
SPECIFICATIONS AND INSTRUCTIONS**

CITY WEBSITE DESIGN

**PROPOSALS ACCEPTED UNTIL
2:00PM FRIDAY, FEBUARY 1ST, 2013**

AT

**CITY OF NORTH AUGUSTA
MUNICIPAL CENTER
OFFICE OF CITY ADMINISTRATOR, 3rd FLOOR
100 GEORGIA AVE.
P.O. BOX 6400
NORTH AUGUSTA, SC 29841**

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City of North Augusta

City Website Design

REQUEST FOR PROPOSAL (RFP) PROCEDURES

The City of North Augusta, South Carolina will accept proposals from organizations for the design of a website as well as the purchase and implementation of a web content management system (CMS) along with the development and implementation of related services. Proposals must be submitted in accordance with the conditions outlines in this Request for Proposals (RFP).

The City seeks to create a dynamic website that is designed and organized in a manner that allows viewers with limited computer experience to easily find and access information, acts as a marketing tool for the City to highlight the community, its assets, and attractions to potential residents and businesses, is easy to update and modify, and is able to incorporate additional components such as GIS and online payments.

RFP can be picked up at the address below. You may email your request to tglover@northaugusta.net or you may download the RFP from <http://www.northaugusta.net> or www.rfpdb.com.

Sealed RFPs. Responses to this request for proposal (please submit one original, five (5) copies and one disc copy) should be submitted in a sealed envelope, clearly identified as:

**Proposal for the
“City Website Design”
2:00pm FRIDAY, February 1st, 2013**

Responses should be mailed or delivered to:

**City of North Augusta
Municipal Center
Office of City Administrator, 3rd Floor
100 Georgia Ave
P.O. Box 6400
North Augusta, SC 29841**

The RFP's are due no later than the date and time noted above. Any RFP's received after that date and time may not be accepted. Any individual requiring special assistance must notify the City Administrator in writing 48 hours in advance so that arrangements can be made.

B. Todd Glover
City Administrator

SECTION B

SPECIFIC REQUIREMENTS

Background

The City of North Augusta is a municipality of approximately 22,000 residents. Located in Aiken County, SC, North Augusta is nestled along the eastern bank of the Savannah River and makes up part of the Augusta-Aiken Metropolitan area with our neighboring city Augusta, GA. North Augusta offers residents and visitors all the advantages of big city living while maintaining a small town sense of history, tradition, family, and community. The City of North Augusta is a full service city providing various services to residents throughout the City. Although the current website does provide information to residents and businesses regarding these services that are offered, the City's desire is to replace the current website with a more robust site that will better meet the needs of the residents today and in the future.

The current website can be found at <http://www.northaugusta.net>.

1. GENERAL SCOPE STATEMENT

The City of North Augusta will accept proposals from organizations for the design of a website and the purchase and implementation of a web content management system (CMS) along with development and implementation related services. The Vendor will be responsible for providing all personnel, materials and equipment necessary to complete the design and implementation of the new website.

2. MINIMUM REQUIREMENTS FOR SUBMITTING A PROPOSAL

- 2.1 Vendor must have been in the business of providing website design and web content management solutions for government/municipalities or other clients with similar functions and complexity for at least five (5) years.
- 2.2 Vendor shall provide a client history to demonstrate that they have designed and developed municipal websites.

3. DEVELOPMENT & TECHNICAL REQUIREMENTS

3.1 Website Objectives

There are a number of primary objectives to be accomplished by the development of a new website, both focused externally on website visitors and internally on website administrators. Aside from specific functionality, the website should meet the following goals:

- 3.1.1 Provide accurate, current, comprehensive information to City audiences, in a visually appealing, user-friendly way.

- 3.1.2 Make it easier for audiences to interact with the City.
- 3.1.3 Provide online transactions for utilities and taxes to provide convenience for users and convenience and efficiency for the City.
- 3.1.4 Provide round-the-clock access to City information and transactions.
- 3.1.5 Reduce City staff time to handle routine inquiries.
- 3.1.6 Market and showcase the City.
- 3.1.7 Comply with Section 508 of the Rehabilitation Act of 1973 in all areas.
- 3.1.8 Offer a variety of communication methods to keep audiences up-to date, including e-mail notifications, SMS text messages, RSS feeds, social media, and Gov 2.0 interaction.
- 3.1.9 Mobile device compatibility for all website content.
- 3.1.10 A live event calendar with a listing of important dates and community events, which can be divided according to department or category. Such an event calendar application should allow for an unlimited number of calendar categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category.
- 3.1.11 Allow audiences to create on-site profiles aimed at increasing participation and interactivity.
- 3.1.12 Promote the use of on-site media through photo, audio, virtual tours, and video posting methods that encourage user viewing and, when appropriate, feedback and interaction.
- 3.1.13 Simplify website administration, allowing users of all skill levels the opportunity and means to update assigned sections of the website.
- 3.1.14 Enable site administrators to interact with a larger community of software users in order to develop best-practices and share general information.
- 3.1.15 Build upon proven and accepted website development standards while maintaining the flexibility to easily grow and add new functionality for audiences and administrators over time and with minimal cost.

3.2 Audience & Site Structure

The website may contain information pertaining to a variety of different audiences; the navigational architecture of the site should therefore take those audiences into consideration, making structure, organization and ease-of navigation among the top priorities in a website content migration and development process.

The following are audiences served by the City's website:

- City Council
- City Boards / Commissions

- Internal and external municipal committees
- Community residents
- Local and regional businesses
- Potential visitors and tourists
- Local business clientele
- Community or area employees
- Area Chambers of Commerce
- Area Conference and Visitors Bureaus
- Vendors doing business or seeking business with the community
- Area School Districts
- Residents or visitors seeking employment
- Local or regional press / media
- Community activists and organizations
- Students

3.3 Experience and Development Criteria

Preference will be given to vendors with experience developing municipal government websites, with special attention given to vendors' breadth of experience, years of experience and expertise of staff. Additional development criteria include:

3.3.1 The website will be developed through the cooperation of the City of North Augusta and the vendor and facilitated under the supervision of a dedicated project management professional in the direct employ of the vendor.

3.3.2 The vendor will supply a team of development professionals to supplement the development process lead by the project's manager. This team should include staff members skilled in municipal website navigation and architecture, municipal website design and support and training of the content management system.

3.4 Design Guidelines and Qualifications

The visitor-facing design of the website should be welcoming, attractive and created by a member or members of the vendor's professional design staff. Specific design guidelines and qualifications include, but are not limited to the following:

3.4.1 As a part of standard website project development, the vendor shall work with the City to develop an original design.

3.4.2 The design must be visually appealing, incorporating the City's colors and/or logo where appropriate.

3.4.3 Design elements should include photographs that are easily updated.

3.4.4 Website design must remain consistent throughout all pages to maximize usability, except where differentiating between departments and / or sections of the website as requested by the City.

- 3.4.5 The final version of the website should be easily identified as the Official Site of the Organization.
- 3.4.6 Ownership of the website design and all content should be transferred to the City upon completion of the project.
- 3.4.7 The vendor's content management system shall be built in a stable and proven code base with a reliable information architecture that is hosted at a dedicated facility maintained by vendor. It shall be compatible with all major browsers.
- 3.4.8 If the source code is not provided, the Vendor will place source code in escrow so that in the event the Vendor can no longer provide the agreed upon services the City will be granted access to the source code.

3.5 Website Content Management Guidelines, System Features and Applications

- 3.5.1 The vendor's content management system should be a web-based application that provides the core of the entire development process, being both the platform for development and the tool by which system administrators and contributors can update their new website. The content management system may feature plug-in applications or modules that enhance the functionality of the website, Core features of the CMS should center around ease-of-use, flexibility and, for ongoing stability, an established information architecture and hosting environment.
- 3.5.2 The system must allow non-technical content contributors an ability to edit/update their specific areas in a quick and easy way.
- 3.5.3 The CMS must have a rich text editor for content additions and updates that, while allowing flexibility for higher-end content contributors, is simple and straightforward, giving basic content contributors a basic set of fewer options to alter established site styles.
- 3.5.4 Notification of expiration of site content shall be received by content owners through notifications available via an in-CMS action center, a dashboard administrative display and e-mail notifications.
- 3.5.5 The system shall have round-the-clock access to support materials such as online training manuals, support FAQs, etc.
- 3.5.6 Trained content creators of the content management system shall have access to live support via e-mail or phone during vendor's normal business hours.
- 3.5.7 The vendor's website content management system shall feature a full suite of functionality and applications designed for effective information-sharing for website content contributors and administrators, and interactive features for site visitors.
- 3.5.8 The system shall have modular applications common to municipal organizations. The various modules shall be used to communicate information to any potential user. They shall be easily administered by City administrators.
- 3.5.9 The vendor's content management system shall allow for integration of services from other vendors (i.e. virtual tours, user memberships, and online payments).

3.6 The system shall also include the following features for use by advanced administrative users:

- 3.6.1 Administrators shall have the ability to add, edit, update and move menu items, affecting overall site structure and organization.
- 3.6.2 The system shall have the ability to create reports for use by administrators. These should include problem reports, activity reports, history reports, etc.
- 3.6.3 Higher-level users shall have the ability to create content categories within CMS applications and modules and edit the parameters for categories, as well.
- 3.6.4 The ability to manage administrative access to the site through a non-separable user permission system that defines in-system rights and workflows for both general content and modular applications that are included as a part of the CMS.
- 3.6.5 An administrative dashboard with a customizable interface that displays critical shortcuts, on-site items that require attention, workflow management, recent activity logs and an internal messaging system that displays administrative messages and updated information.

3.7 Ongoing Service and Support

- 3.7.1 The vendor's content management system, including all features and modular applications associated with the content management system, must have qualified and available support included as a part of ongoing services to maintain the content management system.
- 3.7.2 The vendor shall provide access to live support available via e-mail or phone during vendor's normal business hours.
- 3.7.3 The support team must be fluent in the functionality and uses of both the content management system's features and associated applications and modules.
- 3.7.4 Designated City points-of-contact shall have round-the-clock access to support for emergency purposes.
- 3.7.5 Vendors shall provide system support and should discuss their services in their proposal. The discussion should include costs.
- 3.7.6 Vendor will provide training on use of the content management system.
- 3.7.7 Vendors shall submit with their proposal a proposed Service Level Agreement that details guarantees of customer support as well as a service escalation process.
- 3.7.8 Vendor's proposal shall discuss a disaster-recovery plan that details vendor's contingency plans for site operation in the event of an emergency.
- 3.7.9 While website content updates are managed by the City through the content management system, the vendor must commit to regular maintenance and updating of the content management system and associated applications for the purposes of keeping the existing software up-to-date as well as introducing new functionality and applications.

4. PROJECT SCHEDULE

Vendors shall submit a preliminary schedule with their proposal. The schedule shall include major milestones during the design and implementation stages.

5. CITY SUPPORT SERVICES

5.1 The City shall provide copies of all information requested by the vendor in a timely manner, whenever possible.

5.2 The City will assign a Project Manager as a primary point of contact with the vendor.

6. SCHEDULE

The anticipated project schedule is:

- | | |
|-----------------------------|---|
| • RFP Advertised | January 16 th , 2013 |
| • Proposals due to the City | February 1 st , 2013 |
| • Evaluation Period | Feb. 2 nd - April 2 nd , 2013 |
| • Commission Award | April 9 th , 2013 |
| • Contract Start Date | April 10 th , 2013 |

7. EVALUATION OF PROPOSALS

8.1 Negotiations may be conducted with the vendor whose proposal has been judged to best meet the needs of the City and the Project. The lowest cost proposal will not necessarily be selected.

8.2 The City reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

8.3 Proposals will be evaluated by an Evaluation Committee. Each member will score each proposal by the criteria described in Item 8.5 below.

8.4 The Respondents will be ranked based on the evaluation scores. The Evaluation Committee reserves the right to create a “Short List” of several firms or to negotiate with the highest ranked firm. The Evaluation Committee may request interviews and/or additional information from the firms on the Short List.

8.5 Proposals will be evaluated on the basis of the following criteria:

- Qualifications & Experience (30%)
- Proposed Solution & Adherence to Specifications (40%)
- Cost (15%)
- Proposed Schedule (10%)
- References (5%)

SECTION C GENERAL GUIDELINES

Proposers are required to submit their proposals upon the conditions expressed in these instructions. Proposers are warned that the provisions of the RFP Documents will become a part of a Purchase Order the same as if every detail were stated therein.

1. VENDOR'S ABILITY

It is the intent of the City to award the Contract for this work to a Vendor whose experience, skill, and financial resources are fully equal to the task of executing the work in a rapid and satisfactory manner, and successfully completing it within the time limit set. Upon request by the City, any vendor shall be prepared to submit an attested statement of his ability, financial status, and history.

2. PROPOSAL GUARANTEE

Decision on the acceptance or rejection of the various proposals will be made as soon as practicable after proposals are received, but the right is reserved by the City to defer action on awarding a contract for sixty (60) calendar days.

3. PROHIBITED INTERESTS

No official, employee, architect, attorney, engineer, or inspector authorized for the City to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

4. COLLUSION

The City reserves the right to disqualify proposals, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer.

5. VENDOR'S OBLIGATION OF EXAMINATION

All of the conditions, which are known to affect the performance of the work, have been shown on the Plans and/or described in the RFP Documents. Upon request, all additional information pertaining to existing conditions in the possession of the City will be shown to the Vendors. However, this information is furnished as a service and the correctness of such information is not guaranteed as to accuracy and completeness.

Vendors are required to examine the RFP Documents, the site of the project, and any other information that may be on file in the offices of the City. No plea of ignorance of conditions that may exist, or of conditions or difficulties that may be encountered under this contract, as a result of a failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Vendor to fulfill in every detail all the requirements of the RFP Documents, or will be accepted as a basis for any claims whatsoever for extra compensation.

6. BASIS UPON WHICH PROPOSALS ARE SOLICITED AND AWARDED

Proposals are solicited on the basis of the evaluation criteria set forth in the RFP documents.

The proposal for materials, equipment and work means in place and complete according to the requirements of the RFP Document. The Vendor shall transport all materials to the site of the project and no additional compensation will be allowed for such work.

The contract will be awarded to the vendor that submits the most responsive and responsible proposal as determined by City Staff and City Council using the Evaluation Criteria. The City's decision will be final. The City reserves the right to informally negotiate certain points of the final contract with a qualified proposer.

7. CONTRACT INFORMATION

The Contract shall consist of the Invitation to Bid, General Provisions, Bid Forms, Specifications and any required Addendums, Bonds, Insurance Certification, Change Orders, and any other exhibits identified in the specification package, and shall be referred to collectively as the Proposal Documents. In addition, the Vendor's proposal shall be included as part of the contract documents. The provisions of each and all shall become a part of the Contract when awarded by the City of North Augusta, unless specifically objected to by the proposer in his/her proposal. Failure of the Vendor to accept this condition shall result in the cancellation of any award. The laws of the State of South Carolina shall govern any contract(s) resulting from this RFP and venue shall lie in Aiken County, South Carolina.

8. LAWS TO BE OBSERVED

The act of submitting a proposal in response to this RFP shall constitute an agreement by the Vendor that he has made himself familiar with, and shall at all times observe and comply with, Federal, State, and Local laws, ordinances, codes, and regulations that may in any manner affect those engaged, or employed, in the work or which may in any manner affect the materials, equipment, or workmanship used in or upon the work. No plea of misunderstanding will be considered on account of ignorance thereto. The Vendor shall indemnify and save harmless the City and all of his officers, agents, employees, or representatives from all suits, actions, or claims arising from or based on the violation of any such laws, ordinances, codes, and regulations whether by himself, his employees, subcontractors, or agents.

9. TIME OF COMPLETION

After approval by City Council, a Purchase Order, with the work date agreed upon by the Vendor, will be executed and work shall continue progressively until final completion. The project shall not be considered as complete until all work has been finished, excess materials and equipment removed from the site, and final cleanup consummated, if required.

10. ASSIGNMENT OF CONTRACT

The act of submitting a proposal in response to this RFP shall constitute an agreement that no assignment of said contract shall be made without the written consent of the City.

11. CANCELLATION OF CONTRACT

The City of North Augusta reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Vendor in writing of the intention to cancel or with cause if at any time the Vendor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Vendor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of North Augusta.

In addition to all other legal remedies available to the City of North Augusta, the City of North Augusta reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated in the Vendor's proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by the City of North Augusta.

12. INSPECTION

The City Administrator and his representatives shall at all times have access to the work. If, in the opinion of the City, any portion of the work is questionable as to quality and quantity, the Vendor shall provide at his expense, all labor, equipment, and facilities to uncover, remove, expose, and test, as required, to determine that all materials and workmanship are acceptable. If the work is found to be acceptable, the cost to uncover and expose shall be borne by the City. If the work is found to be defective, the cost to uncover and expose shall be borne by the Vendor.

13. CHANGE ORDERS

The cost of performing any work, not covered by the proposal, shall be negotiated by the Vendor presenting a proposal that shall specifically designate quantities, his plan of procedure, and a statement of the costs. If acceptable to the City, an official change order shall be issued. The Purchase Order price and time of completion shall be adjusted accordingly. Additional work performed by the Vendor without authorization of a change order will not entitle him to an increase in the Purchase Order price or an extension of the completion date.

14. PREPARATION OF PROPOSALS

The vendor's proposal shall be submitted as required by the RFP documents in accordance with these instructions. The proposals must be complete in every detail. All unit item costs must be stated in figures, the total cost for each unit item quantity calculated and stated in figures, the lump sum stated in figures, and the grand total for all items proposed computed and stated in figures if required by the Response Format. The City reserves the right to correct any apparent error resulting from erroneous multiplication or addition before awarding a contract.

A Partnership vendor must give the names and addresses of all partners and the Response Form must be signed by at least one person who shall designate himself as a partner.

A Corporation must name the state in which its articles are held. In the event that any corporation, organized and doing business under the laws of any other state, is a successful

Respondent, such corporation shall present evidence before a Purchase Order for said work is executed, that it is authorized to do business in the State of South Carolina.

15. REJECTION OF PROPOSALS

The City reserves the right to reject any proposal containing any omission, addition, extension, erasure, alteration, or irregularity of any kind.

The judgment of the City shall be final in determining the capability, experience, and ability of the Vendor to successfully and properly prosecute the proposed work to completion within the proposed time. Failure to convince the City of such capacities shall result in the rejection of the response.

The City reserves the right to reject any or all responses and to waive any irregularity, variance or informality whether technical or substantial in nature, and to accept or reject any item or combination of items, in keeping with the best interests of the City.

16. INQUIRIES AND ADDENDA

Each vendor shall examine the RFP documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be made through the City of North Augusta's City Administrator, B. Todd Glover by email at tglover@northaugusta.net, via mail at 100 Georgia Ave., Office of City Administrator, 3rd Floor, P.O. Box 6400, North Augusta, SC 29841. Inquiries must be submitted no less than three (3) days before the proposal due date. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective vendors who have requested a copy of the RFP. However, it shall be the responsibility of each vendor, prior to submitting a response, to contact the City of North Augusta's City Administrator to determine if addenda were issued and to make such addenda a part of the response.

17. INSURANCE REQUIREMENTS

At the time the Vendor delivers the above contract agreement and bonds to the owner, the vendor shall also deliver to the Owner such Certificate(s) of proof of the required insurance coverage as may be set for in the General Provisions Section of the Contract Documents.

If the Vendor engages a Subcontractor to perform any portion of the work, the Vendor may at his/her option, extend his/her insurance coverage to the Subcontractor, however, verification of the extended coverage must be so stated on the Certificate(s) furnished to the City by the Vendor.

Should the Vendor require any Subcontractor to furnish their own proof of the proper and required insurance coverage, the Certificate(s) must be presented to the Owner for approval prior to any work being accomplished by the Subcontractor. Compliance with the provisions of this paragraph is the sole responsibility of the Vendor. If the Owner has not received certificates of insurance for any Subcontractors at the time of commencement of the work, the Owner will presume the Vendor has extended his/her insurance coverage to the Subcontractor and

verification of such extended coverage shall be stated on the Certificate(s) of Insurance provided to the Owner.

A. General

Before starting and until acceptance of the work by the City, the vendor shall procure and maintain insurance of the types and the limits specified in paragraphs (1) through (4) below.

The vendor shall require each of his/her subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified in paragraphs (1) through (4) below. It shall be the responsibility of the vendor to ensure that all subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

B. Coverage and Limits:

1. Insurance

The Vendor and subcontractors shall provide the following described insurance, except for coverage specifically waived by the City, on policies and with insurers acceptable to the City.

These insurance requirements shall not limit the liability of the Vendor. The City does not represent those types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

Except for workers' compensation, the Vendor's and subcontractors' insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this contract or agreement.

Except for workers' compensation, the Vendor and subcontractors' waive their rights of recovery against the City, to the extent permitted by its insurance policies. The Vendor's and subcontractor's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Vendor is responsible for the amount of any deductible or self-insured retention.

Minimum Limits for Liability Coverage

The Vendor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.

2. Commercial General Liability

The occurrence form of Commercial General Liability must be provided.

Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement or contract, and broad form property damage coverage.

Coverage B shall include personal injury, coverage C, medical payments, is not required.

3. Business Auto Liability

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

4. Workers Compensation Coverage

The Vendor and subcontractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Vendor shall also purchase any other coverage required by law for its employees.

C. Hold Harmless:

The Vendor shall hold the City, its employees, agents and elected officials harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the contract including the acts of the subcontractors, unless such claims are a result of the City's own negligence.

1. Consideration for Hold Harmless/Payment on Behalf

The Vendor agrees to accept, and acknowledge as an adequate amount of remuneration, the consideration of \$10 for agreeing to the Hold Harmless, Payment on Behalf of City, Insurance and Certificates of Insurance provisions in this agreement or contract.

The City requires the following additional provisions or types of insurance to afford added protection against loss which could affect the work being performed.

2. Payment On Behalf Of City

The Vendor agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

D. Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change (increase in rate, elimination of key coverage, etc.) New Certificates of Insurance shall be provided to the City by the insurance company and the Vendor at least 15 days prior to coverage renewals.

If requested by the City, the Vendor or subcontractors shall furnish complete copies of the Vendor's or subcontractor's insurance policies, forms and endorsements. For Commercial General Liability coverage the Vendor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Vendor's obligation to fulfill the insurance requirements herein.

E. Insurance of the Vendor Primary

Insurance required of the Vendor or subcontractors or any other insurance of the Vendor or subcontractors shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of City, Insurance, Additional Insurance and Certificates of Insurance provisions of this agreement or contract.

F. Loss Control and Safety

Precaution shall be exercised at all times by the Vendor and subcontractors for the protection of all persons, including employees, and property. The Vendor and subcontractors shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should be reasonably be expected. The City may order work to be stopped if conditions are present that pose immediate danger to persons or property. The Vendor acknowledges that such stoppage will not shift responsibility for any damages from the Vendor to the City's Workers' Compensation Coverage.

18. EXCEPTIONS

Proposers are cautioned that if they wish to take exception to any of the terms or conditions of this Request for Proposal, such exception must be filed with the proposal. Failure to file exception to these provisions with the proposal may lead the City of North Augusta to rule that items not noted as exceptions are non-negotiable.

19. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Vendor. No payment will be made for any responses received, or for any other effort required of, or made by, the Vendor prior to contract commencement.

20. DISPUTE AND COMPLAINT

All complaints or grievances should be first submitted in writing to the City Administrator who will take prompt remedial action. The City Administrator shall investigate the validity of the complaint and present the findings in writing to the vendor. This policy does not preclude consideration of legal questions in connection with any decisions made by the City.

21. LOBBYING

Lobbying of Evaluation Committee members, City of North Augusta employees, or elected officials regarding Request for Proposals (RFP's), Bids or Contracts, by the proposer/bidder or any member of the proposer's/bidder's staff, an agent of the proposer/bidder, or any people employed by any legal entity affiliated with an organization that is responding to the RFP, Bid or Contract is strictly prohibited upon advertisement and shall be prohibited until a written recommendation of award is made. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any RFP, Bid or Contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any RFP proposal, Bid or Contract to be rejected.

22. WITHDRAWAL OF PROPOSAL

A Proposer may withdraw his/her proposal without prejudice to himself no later than the day and hour set in the "Request for Proposal" by communicating his purpose in writing to the City at the address given in the "Request for Proposal". When received, it will be returned to him unopened. No proposal may be withdrawn after the time and date set for proposal submission.

23. REFERENCES

The Vendor shall provide the last five companies or government entities at which they have provided this service as references. Please use Attachment A to provide this information. These references will enable the City to judge the Vendor's responsibility, experience, skill, and business standing. The City reserves the right to reject any proposal when, in its opinion, the Vendor has insufficient experience, responsibility, skill, or business standing to perform the proposed work in strict compliance with the specifications, or when the information provided is insufficient for making a judgment.

SECTION D RESPONSE FORMAT

RESPONSE FORMAT AND REQUIREMENTS

The vendor's response should be in the same sequence as the criteria listed below so that they can be easily identified and compared to other responses. The City of North Augusta may reject any proposal that does not meet the following criteria:

1. TITLE PAGE

Show the RFP subject, name of firm, mailing address, telephone number, name of contact person, email address and date.

2. LETTER OF UNDERSTANDING

State your understanding of work to be accomplished and make a commitment to perform all work within the required time frames. Also, state the name of the person that will be authorized to make representations for the proposer, their title, address, phone and fax number(s) and email address. State that the person signing the letter has been authorized to bind the proposer.

3. PROPOSER'S QUALIFICATIONS AND EXPERIENCE

This section identifies the last five companies or government entities in which the Vender has provided a service as references. The proposer shall identify the background, experience and qualifications of the project professional with special reference to the pertinent experience as it relates to the City's project.

The proposer shall also identify each reference by including the name, title and phone number of key customer contact personnel involved with the project. Use the Reference Information Form (Attachment A) to provide this information. Local references are preferred. This would allow City Staff to visit the site if desired. This section should include a narrative description of current and previous experience that would qualify the proposer as described above. Finally, provide a list of completed projects as detailed in Section B Item 2.2.

Resumes of the key members of the vendor's team should be included in this area. This should include the Project Manager and support staff. A listing of their last five similar projects using the same skills and techniques as proposed for the City should be included. In addition, include job locations, start and completion dates and contact names and phone numbers.

4. PROPOSED WORK PLAN

Vendors should discuss their proposed work plan in this section. The various requirements of Section B Item 3 "Development & Technical Requirements" should be included here. Please respond in the same sequence as the items listed in Section B Item 3.

5. PROJECT COST

Provide a detailed cost breakdown for each measurable element of the project and the services being proposed. The vendor should have a proposed total cost at the end of this list. In addition, vendors may submit a separate list "optional" items which the vendor believes would enhance

the goals of the project, but which were not specifically requested. Vendors should include detailed costs related to travel, if applicable. Vendors are encouraged to submit any additional costs which they believe may be important. Finally, the vendor shall propose a payment schedule based on the project's various milestones.

6. SCHEDULE

Include a proposed project schedule as discussed in Item 4.

7. ADDITIONAL INFORMATION

The vendor may include any other pertinent additional information in this Section.

**ATTACHMENT A
REFERENCE INFORMATION**

Organization/Website _____
Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone Number () _____ Fax: () _____
Date Contract Awarded _____

Organization/Website _____
Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone Number () _____ Fax: () _____
Date Contract Awarded _____

Organization/Website _____
Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone Number () _____ Fax: () _____
Date Contract Awarded _____

Organization/Website _____
Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone Number () _____ Fax: () _____
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