



JOANNE D. YEPSER
MAYOR

MICHELE D. CLARK-MADIGAN
COMM. OF FINANCE

ANTHONY SCIROCCO
COMM. OF PUBLIC WORKS

CHRISTIAN MATHIESEN
COMM. OF PUBLIC SAFETY

JOHN FRANCK
COMM. OF ACCOUNTS

City of Saratoga Springs

Request for Proposal

Website and Social Media Design and Upgrade

*PREPARED BY: Finance Department
November, 2014*

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2014-25 – Website and Social Media Design and Upgrade

Name of Bidder: _____

RFP Opening: Thursday, December 4, 2014 at 2:00 p.m.

AND RETURN TO:

**City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866**



BIDDERS PLEASE NOTE YOUR BID MUST BE RETURNED AS FOLLOWS:

Step One: You MUST execute and include the following documents with your response:

- Your response to the RFP in question, **an original and 6 (six) copies**
- Waiver of Immunity and Non-Collusive Bidding Certification
- Vendor Code of Conduct
- Risk & Safety Agreement
- **Certificate of Insurance – As outlined in the Risk & Safety Agreement**

Step Two: Enclose your bid in a sealed envelope marked:

RFP #: 2014-25 – Website and Social Media Design and Upgrade

Name of Bidder: _____

Bid Opening: Thursday, December 4, 2014 at 2:00 p.m.

Step Three: Please return your response to this RFP to the following address:

**City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866**

FAILURE TO SUBMIT RFP DOCUMENTS AS OUTLINED ABOVE WILL LEAD TO IMMEDIATE RFP DISQUALIFICATION.



NOTICE TO BIDDERS

The City of Saratoga Springs, New York, will receive sealed bids for Website and Social Media Design and Upgrade. Sealed bids must be received in its entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 474 Broadway, Saratoga Springs, New York, 12866, by Thursday, December 4, 2014 at 2:00 p.m. at which time they will be publicly opened and read.

Copies of the RFP may be obtained on the City's web page at www.saratoga-springs.org, under current bids. There is no fee for these documents. Addenda, if any, will be issued only to those persons whose name and address are on record with the City as having obtained a bid packet, or can be found on the City's web page at www.saratoga-springs.org.

Questions regarding the bid should be directed to **M. Lynn Bachner** in writing at lynn.bachner@saratoga-springs.org. All bids must be made on the official bid form or an exact copy by reproduction thereof and enclosed in a sealed envelope.

No bidder may withdraw his/her bid within sixty (60) calendar days after the actual date of the opening thereof. Subsequent to sixty days an offer may be withdrawn in writing. State Finance Law §163(9)(e)

The City of Saratoga Springs reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional bid documents. State Finance Law §163(9)(d)

**City of Saratoga Springs
Saratoga County, New York**



Instructions to Bidders

1. USE OF SEPARATE RFP DOCUMENTS

This document includes a complete set of the RFP specifications and required documents, which are for the convenience of bidders and are not to be detached from the bid.

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the bid or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an Addendum to the bid, and when issued, will be on file in the City Clerk's Office at least five days before bids are opened. In addition, as required, all Addenda will be emailed to each person obtaining a bid and whose name and address are on record with the City. All such Addenda shall become part of the bid and all bidders shall be bound by such Addenda, whether or not received by the bidders.

3. BIDS

All bids must be submitted on documents supplied by the City and shall be subject to all requirements of the bid, including any plans, and these INSTRUCTIONS TO BIDDERS. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid documents by the bidder. In order to guard against premature opening of the bid documents, bids shall be enclosed in a sealed and clearly labeled envelope with the words:

RFP #: 2014-25– Website and Social Media Design and Upgrade

Name of Bidder: _____

Bid Opening: Thursday, December 4, 2014 at 2:00 p.m.

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Department of Accounts
474 Broadway
Saratoga Springs, NY 12866

The City Council may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its option may reject the same. The contract will be awarded by the City of Saratoga Springs City Council to a responsible bidder on the basis of the most **QUALIFIED** bid resulting from the selected bid items.

4. WAIVER OF IMMUNITY AND NON-COLLUSIVE BIDDING CERTIFICATIONS

Each bidder submitting a bid to the City for the work contemplated by the documents on which bidding is based shall execute and attach thereto, the Non-Collusion Affidavit on the form herein provided (see Appendix A), to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.

Failure to submit the executed Waiver of Immunity and Non-Collusive Agreements at the time of Bid submission will disqualify the Bid submission.

5. VENDOR CODE OF CONDUCT

Contractor must execute Vendor Code of Conduct on the form herein provided (see Appendix A) and include the agreement with the bid response submission. ***Failure to submit the executed Vendor Code of Conduct at the time of Bid submission will disqualify the Bid submission.***

6. RISK AND SAFETY AGREEMENT

Bidder must execute the Risk and Safety Agreement on the form herein provided (see Appendix A) and include the agreement with the bid response submission. ***Failure to submit the executed Risk and Safety Agreement at the time of Bid submission will disqualify the Bid submission.***

7. CERTIFICATE OF INSURANCE

Bidder must include a Certificate of Insurance as outlined in the Risk and Safety Agreement (see Appendix A) with the bid response submission. ***Failure to submit a Certificate of Insurance at the time of Bid submission will disqualify the Bid submission.***

8. CORRECTIONS

The bidder must initial erasures or other changes in the bid.

9. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept, sealed. The City Clerk's office, whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.

10. OPENING OF BIDS

At the time and place fixed for the opening of bids, the City will cause to be opened and publicly read aloud every bid that was received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The Bid Guaranty of any bidder withdrawing his/her bid in accordance with the foregoing conditions will be returned promptly.

12. AWARD OF CONTRACT: REJECTION OF BIDS

- a. If the Contract is awarded, it will be awarded to the responsible bidder submitting the most qualified bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. The bidder to whom the award is made will receive by mail a "Notice of Award" at the earliest possible date.

- b. The City, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in its best interest.
- c. All changes in the award contract effecting price and time must be brought to City Council for approval.

13. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

14. COMPLIANCE

Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause of discontinuing business with the successful bidder.



Statement of Work/Detail Specifications

for

WEBSITE AND SOCIAL MEDIA DESIGN AND UPGRADE

I. INTRODUCTION AND BACKGROUND

The City of Saratoga Springs ("City") is located in Saratoga County, about 30 miles north of the Albany, the State's capital. It is approximately equidistant (200 miles) from the Cities of New York and Montreal, Canada. The resort area of Lake George is approximately 20 miles north of the City. According to the United States Census Bureau, the City has a total area of 75.3 km². Established 1851, it was incorporated as a city in 1915. As of the census of 2010, its population is 26,586, with 11,604 households, and 5,923 families residing in the city.

The City has traditionally been a prime summer resort community due to the influx of tourists to the Saratoga Race Track and the Saratoga Performing Arts Center. The City has two colleges, Skidmore College and Empire State College, and has experienced considerable retail and commercial growth in recent years. The City's industry includes government offices, hotels, conference center, thoroughbred horse and harness racetracks, light manufacturing and industrial uses, major retail and entertainment, educational institutions, and medical uses.

The City of Saratoga Springs is incorporated under an uncommon type of municipal government known as the Commission Form of Government. Under this plan, the legislative power is in the hands of a council that has direct responsibility over the various departments of government. Voters elect a small governing commission on an at-large basis. As a group, the commissioners constitute the legislative body of the city. Individually, each commissioner is in charge of a specific aspect of municipal affairs. The City of Saratoga Springs has five, voting council members that comprise its governing commission - the Mayor, the Commissioner of Finance, the Commissioner of Public Works, the Commissioner of Public Safety, and the Commissioner of Accounts. Each is head of a department; a sixth department, Recreation, is under the Mayor's Department, but has its own appointed Commission as well. In addition, the City is represented by two supervisors who attend City Council meetings, but sit and vote at the Saratoga County legislative table.

The City websites are by policy related to the business operations of the City. Our Web and Social Media Policy is attached, and it states:

"The main purpose of the City of Saratoga Springs' (City) web and social media sites is to provide information to citizens, businesses and visitors about the City's government services, programs, projects, issues, events, public meeting documents, and activities by providing accurate, non-editorial content that will inform, educate and enlighten users. In maintaining its official web and social media sites, the City does not typically intend to create a forum or other means by which public discourse, exchange of opinions or discussion on issues of any nature may occur. Rather, the prime and limited purpose of the City's web and social media sites and permitted external links is to provide factual information as pertinent.

An exception to the main purpose of City web and social media sites may occur where these sites serve a public purpose in the implementation a City function, requirement, or task that requires obtaining and/or providing information that is fact or opinion. In these cases, City web and social media sites may be a forum or means by which public discourse, exchange of opinions or discussion on issues occurs. The goals of the web and social media sites are to encourage increased participation, convenience and usefulness by providing a public portal for City government purposes."

The purpose of the City Website Design and Upgrade project is to update the City's websites with a new design and website content information architecture that supports easy navigation to key services, content management system (CMS), updated content and existing bill pay. In addition, the City would like a broader internet presence that includes any recommended and constructive social media format, e.g. Facebook, etc.

The City has re-designed its main website twice since its inception in 1997, most recently in 2008. Since then, much has changed in the architecture of CMS, as well as the level of expectations of services provided by local government websites and the technology to support online services. It has also established spin-off websites for Police, Fire, Recreation, and the Visitor's Center. All can benefit from current advances. The City strives for a uniform, identifiable, centralized web and social media presence, though certain circumstances and programs may require alternative solutions. (Web and Social Media Policy p. 2).

II. SCOPE OF SERVICES

A. PROJECT GOALS

The primary goal of this project is to replace the main City website with a new and improved website and social media applications that meet the City's varied needs. The City desires information architecture and usability that enables all web visitors to use the system intuitively, with minimal confusion and maximum success. The web has become the portal to City government - the City wants a web and social media solution that makes government maximally accessible to people. A second goal of this project includes the consideration of the City's spin-off websites, which should be improved, updated, or replaced where possible,

Any new website must be easier for users to navigate, more efficient for City staff to manage, and provide a wide variety of services to the citizens of and visitors to the City. The successful Vendor will provide the City with an information ready, turn-key website(s).* A required component of delivering a turn-key site is having all existing documents and other pertinent content converted to the new CMS.

Short Term Goals

1. Improve the tools that support updating the website(s), i.e. content management system (CMS).
2. Improve the information architecture that supports easy navigation of the site to key City services.
3. Redesign the website(s) with a look and feel supporting the marketing and branding efforts of the City and reflecting the diverse make up and vision of the citizens of the City. Establish Facebook or other social media sites as appropriate, which are compatible with these marketing and branding efforts.
4. Enable access by smart phones and tablets (mobile version of the website(s)).
5. Provide a maintenance plan, and secure responsive, helpful technical support.

Long Term Goals

1. Improve the timeliness of content published to the website(s) and/or social media.
2. Expand the services the City offers to citizens on the website(s) and/or social media.
3. Enable updating the look and feel of the website(s) and/or social media on an as-needed basis.
4. Expand the amount of information the City publishes on the website(s) and/or social media.
5. Ensure easy accessibility and navigational user experience, encouraging citizens to return.
6. Reflect the values and character of the City both visually and informationally.

B. PROJECT OBJECTIVES

1. Redesign the look and feel of the website(s) and the information architecture of the City's website(s) and/or social media, including full integration with existing e-government applications (online payments, assessment data) currently in use and provide for easy integration with future e-government applications. Implement electronic workflow or similar streamlined system for all proposed web postings.
2. Replace the website(s) CMS software as necessary.
3. Establish Facebook or other social media sites as appropriate with the ability to cross post information to social media sites when information is published on the site without the need to access each social media outlet individually.
4. Establish an ongoing maintenance and update plan.
5. Provide training and technical support sufficient to fully maintain all systems.

C. SCOPE OF WORK

Vendors replying to this RFP will be asked to organize and itemize their proposals into five (5) main areas for the City's consideration of their services: design; content management system (CMS) software and implementation; recommendations for and implementation of social media applications, ongoing maintenance and update plan, and training.

The City reserves the right to award the entire project to a single vendor or split the award to separate vendors for specific work.

The Vendor(s) will be *responsible* for the following:

1. Redesign the City website(s) look and feel that will support the City's updated brand as well as the marketing needs of specific departments/services.
 - a. Provide a project plan for the design phase of the website(s) replacement project.
 - b. New website(s) content information architecture that supports easy navigation to key services.
 - c. Determine a consistent look and feel for the website(s), including color schemes, graphic elements, and navigation tools that provide straightforward navigation within a unifying graphic theme as well as flexibility for the branding of different City departments/services. The look and feel should be consistent with the City's current branding initiative.
 - d. Provide design mock ups of primary website(s) sections, e.g. Home page, Visiting, Government/City Hall, Business, and I Want To section.
2. Apply website(s) redesign mockups to website(s) CMS software implementation to enable information ready website(s).
 - a. Provide a website(s) CMS software implementation project plan. This can be integrated with the overall project plan.
 - b. Install and configure website(s) CMS software on City server infrastructure.
 - c. Consult with City staff to determine how the website(s) CMS navigation will support the City template requirements.
 - d. Create website(s) templates that meet ADA / 508 standards compliance.
 - e. Move and/or convert existing CMS documents into new architecture. This would include existing informational HTML pages and Word and PDF files used on the current site.
 - f. Review and edit textual html web page content to be targeted at the appropriate reading level and to present a more consistent technical/business writing style.
3. Recommendations for and implementation of social media applications
4. Ongoing maintenance and update plan.
5. Website(s) CMS training for site administrators and content contributors.

The successful Vendor(s) will *deliver* the following:

1. Website(s), with Look and Feel Design
 - a. The Vendor shall provide a minimum of three (3) designs of the proposed website(s)
 - b. The Vendor will work with the City to determine a new website(s) content information architecture navigation framework to support easy navigation to key City services.
 - c. The Vendor may be required to work with the City branding project team and assist in design analysis and style integration fit/gap.
 - d. The proposal shall include cost for a perpetual license for the website(s) design
 - e. The Vendor shall provide a fully-operational and working website(s) framework ("information ready").

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- f. After approvals of website(s) template/design, Vendor shall immediately begin updating and migrating information.
 - g. The Vendor shall assist in addressing any URL name changes and /or URL naming conventions.
 - h. The website(s) shall integrate all existing e-government applications and shall be designed for easy integration of additional e-government applications.
 - i. Minimum requirements: The proposed application/system should meet the following minimum requirements, or provide explanation and alternatives:
 - i. Public access to all of the features on the website(s) is not dependent on specific browser, that is, the web interface is browser agnostic and works with commonly used browsers found on Windows, Linux and Mac computer systems.
 - ii. Website(s) is capable of being organized into multiple departments and divisions within departments with ability for City website(s) administration to add divisions.
 - iii. Intuitive and consistent options for navigating the website(s) especially moving from department to department and department to general information/home page.
 - iv. Multiple level security, completely contained within the website(s) infrastructure, and not reliant on the existing City network security or peer-to-peer connectivity.
 - v. Flexibility within the portion of the site assigned to a department or function for designated staff to add, remove and update content using tools and templates that do not require extensive knowledge of web development languages or technical structure.
 - vi. Pages and features compatible with limited bandwidth access by the public. Many of our customers are still on dial up speeds and the City is concerned with public access being hindered by a digital divide.
 - vii. Web interface options that can accommodate individuals with disabilities in accordance with the Americans with Disabilities Act (ADA).
 - Capability of the general website(s) administration staff to:
 - Control size of individual web pages.
 - Control size and types of images used within the site.
 - Control publishing of links to other website(s)s.
 - Report website(s) maintenance activity and statistics on content type: Updates, downloadable documents, web pages, and calendars..
 - Report number of visits to site generally and to each department.
 - viii. Provides encryption over SSL/TLS for displaying specific web pages and for information transmitted to and from the website(s) by City staff.
 - ix. E-mail interfaces, if any, are not dependent on a specific e-mail client.
 - x. Respondents proposing to host the City website(s) must not be on any e-mail or website(s) "black lists" as a source of unwanted solicitations or objectionable content.
 - xi. Respondents proposing to host the City website(s) must comply with New York State Public Records Retention and keep historical or archival copies of all web pages. These must be complete and easily searchable by City employees needing to recover information.
 - xii. The site must be designed for continuous operation 24 hours a day, 7 days a week with express maintenance windows clearly defined. If hosting is to be done by the vendor or a third party, hosting services must have adequate redundant equipment to minimize down time.
 - j. Additional features and capabilities: The following is a list of additional features and capabilities the City is seeking in website(s) services. The list is not intended to be all inclusive, nor is it intended to represent a minimum of features and capabilities.
 - i. Capability for easily searching the website(s) for key words or phrases of site content and downloadable files.
 - ii. Graphic files should be relative to the site and designed with simplicity to allow for the quickest loading.
 - iii. Mechanism for members of the public to convey comments, suggestions or questions concerning the website(s) design or information.
 - iv. Mechanism for members of the public to convey comments, suggestions or questions concerning the City government to appropriate departments through a contact us link.
 - v. Content Management system (CMS) that provides for a database of information common to all City departments, for example, locations and descriptions of facilities.

- vi. CMS that provides a uniform means of managing web documents whether posted as web pages or downloadable files. Database needs to include items like the document/page title, description, posting information, expiration date.
- vii. Meeting/event calendar system that allows for each department to add content to a department specific calendar that maintains a composite calendar of all City departments. Flexibility in scheduling recurring appointments is desirable. ('2nd Thursday of each month, except if that date falls on a holiday;' e.g., ability to have one or more exceptions to a string of recurring appointments.)
- viii. Ability to upload data in preformatted web pages or document locations, for example, daily police logs produced from a records management system.
- ix. Allow creation of functional groupings of web pages or portions of web pages from multiple departments in order to facilitate public access to information that crosses departmental lines.
- x. Option for creation and maintenance of multiple blogs and/or newsgroups both restricted within a department's portion of the website(s) and made available generally while hosted by a specific department.
- xi. Allow authorized staff that maintains a specific department's web pages to make some pages available only to visitors with user names and passwords supplied by the department.
- xii. Support and restrict users to a consistent design strategy throughout the website(s) and all departments.
- xiii. Ability to use current interactive and social networking mediums such as Facebook and RSS feeds, as well as flexibility to add these types of features in the future.
- xiv. Master composite calendar should contain a sort feature for both the end user and the updater.
- xv. Ability to show availability of City venues that can be reserved by the public with a process to request reservations.
- xvi. Ability to scan current content for broken links so they can be updated.

2. CMS

a. The Vendor shall provide a comprehensive CMS solution.

- i. **Software Needs Summary:** The City is looking for website(s) content management software that will be adaptable to current and changing technology, enable content subject matter experts to efficiently publish and manage their content on the City website(s), and provide easy access of City services to website(s) visitors.
- ii. **Product Requirements:** Product requirements include but are not limited to the list below.

✓ General Website Content Management System features:

1. Content Editor

- WYSIWYG rich text editor
- Spell checker
- Ability to limit certain features of WYSIWYG editor to maintain common look and feel throughout the website(s).
- Content editors must produce ADA / 508 standards compliant content
- Content publisher control of associated meta data
- Ability to edit HTML directly when needed

2. Content Management

- Ability to organize and manage uploaded documents and images.
- Ability to optimize uploaded pictures and graphic files for quickest page loading.
- Interactive photo galleries to publish and display photo assets.

- Document galleries to organize and publish documents according to subject matter.
- List module for creation and organization of logically related items into lists that can be shared on multiple pages but managed within single list. Example list content: contacts and links.
- Ability to determine specify a publishing schedule for specific content including automatic display and removal from public site on designated dates.
- Multi-lingual Content Integration with website(s) content translation capabilities in up to five (5) languages.

3. *Navigation*

- MEGA Drop Down Menus
- Breadcrumb navigation
- Secondary level navigation within specific content subject matter areas
- Friendly URLs
- Addition of external pages to navigation
- Flexible navigation tools that facilitate management of common links across site.
- Ability to reorganize content to different sections of the website(s) without manually changing content links.

4. *Master Calendar Functionality*

- Master calendar to share events, meetings, holidays, etc. that can be managed in a main calendar and shared across the website(s) by content/subject matter category.
- iCal links for users to add events to desktop calendar programs such as Outlook.
- Interactive maps of event locations.
- Provide RSS feeds by calendar based on content creator defined categories.

5. *Forms*

- Standard contact forms
- Ability to easily add custom forms to site pages and manage content produced by the forms
- Surveys and ad hoc reporting

6. *Security/Authorization*

- Ability to centrally add and manage users and specify access rights
- Ability to create groups with different access rights
- Ability to limit certain group members from specific content and content management functionality
- Ability to manage logged in users
- Publishing Workflow with ability to customize by security group and user
- Audit trail and reports of changes to content within the CMS

7. *Additional Functionality*

- RSS consumption and display of external resources
- RSS production on frequently updated content such as news releases and calendar events.
- "Share This" social networking site links for site visitors to share content on Facebook etc.
- Site templates must be ADA / 508 standards compliant
- CSS template features for viewing text only, printing, and mobile access versions of the site.

- Software Development Kit - Ability for the City Information Technology Division or outside Vendor to create custom pages and content within the site's templates to facilitate integration of other e-Gov services software such as GIS, permitting, online bill payment, etc.
- Search engine that can be directed to index both internally and externally hosted website(s) resources.
- Ability to manage an interactive multimedia top stories section within the CMS.

iii. Site Look and Feel

- Site must display correctly in all major browsers
 - Site themes and/or style sheets that maintain common look and feel throughout website(s).
 - Department / Service Marketability – ability to apply customized look and feel within different departments/services while maintaining global navigation and website(s) common look and feel.
- b. The City prefers to avoid proprietary, limited release CMS solutions.
- c. The CMS software proposed shall be in use in a wide variety of industries and shall not be a beta, release candidate or other early adopter technology.
- d. The system shall integrate smoothly and efficiently with Microsoft Products. The optimum solution would be for the CMS to integrate with the Microsoft Office Suite for ease of content creation, integration, and postings.
- e. The CMS shall be accessible via external access.
- f. The Vendor will provide a search engine solution that will support indexing of all contents within the CMS as well as external City website(s) resources.
3. Recommendations for and implementation of social media applications
4. Ongoing maintenance and update plan.
- The Vendor will provide a proposal that can be readily maintained and updated.
 - The Vendor may provide multiple options for maintenance and updating the web and social media system. City maintenance and updates are preferred. Outsourced maintenance and update will be considered.
 - Vendor should describe:
 - The availability and responsiveness of their technical support staff.
 - The annual cost for a technical support service.
 - How the City's requests for technical support will be balanced and prioritized with the requests and projects from Vendor's other customers.
 - Annual support and maintenance of the website(s). Services such as refreshing the design elements, updating of technology in the website(s) design, engineering, search engine optimization, content management and other elements associated with the City's website(s).
5. Training
- The Vendor will provide full and complete training on the use of the CMS.
 - The Vendor will provide full and complete training on the use of all software, web, and social media applications.
 - Training shall include administrator and security level as well as department head and department user level.
 - Training will be provided at a minimum in an interactive Webinar format. On-site training would be ideal.
 - Adequate training manuals must be provided, electronic format is acceptable.

III. THE SELECTION PROCESS

A. TIMETABLE

The City of Saratoga Springs expects to undertake the selection process described below according to the following schedule:

RFP Release	Friday, November 14, 2014
Submission of Responses	Thursday, December 4, 2014
Evaluation of Responses	December -2014 – January 2015
Demonstrations	February-March 2015
Recommendation	TBD

B. EVALUATION

A Selection Committee appointed by the Finance Department will evaluate all responses. The Committee may conduct interviews with finalists to clarify information provided in the responses and to request a best and final offer. Prior to the selection of the successful vendor, the City reserves the right to conduct on-site visits of any vendors' facilities and/or require any vendor to participate in a presentation to the evaluation team (and others) of the items contained in the RFP response and any other items that the City deems. The Selection Committee will make a final selection based upon factors that are deemed to be in the City's best interests.

The City reserves the right to award the entire project to a single vendor or split the award to separate vendors for specific work.

If an award is made as a result of this RFP, it shall be awarded to the vendor whose proposal is most advantageous to the City with price and other factors including, but not limited to:

- Responses to the RFP questions;
- Demonstrated technical ability and expertise;
- Financial stability;
- Reference calls and/or recommendations;
- Memberships, licenses, ISO Certifications or any other applicable membership or certifications;
- Presentations to the City evaluation team and others (if applicable);
- Any additional criteria deemed appropriate by the City which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this RFP

IV. RFP PROCEDURES

A. POINT OF CONTACT

Questions concerning this RFP and the procedures for responding to the RFP should be directed in writing to:

lynn.bachner@saratoga-springs.org

B. SUBMISSION OF RESPONSES

Respondents should submit an **original and six (6) copies** of their submittal in a sealed and labeled package per the Letter of Public Notice. Responses must be received by **2:00 p.m., Thursday, December 4, 2014** at the following address:

**Office of the Commissioner of Accounts
City Hall
474 Broadway
Saratoga Springs, NY 12866**

The Selection Committee will disqualify from consideration responses received after the time and date specified above.

C. PROPRIETARY INFORMATION

If a submittal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be specifically identified as such on every page on which it is found. Data or information so identified will be used by The City of Saratoga Springs solely for the purposes of evaluating responses and conducting contract negotiations.

D. RIGHT TO REJECT

In submitting this response, it is understood by the respondent that the right is reserved by the City of Saratoga Springs to accept any response, to reject any and all responses, and to waive any irregularities or informalities when to do so is in the best interest of The City of Saratoga Springs.

V. RESPONSE FORMAT AND CONTENTS

Responses must be submitted in the format outlined in this section, with each of the described forms and sections completed in full (except those sections described as optional). Respondents not utilizing this format will be considered non-responsive. Each response will be reviewed to determine if it is complete prior to actual evaluation. The City of Saratoga Springs reserves the right to eliminate from further consideration any submittal deemed to be substantially or materially unresponsive to the requests for information contained herein.

Each of the forms and sections described below should begin on a separate page, and each page should clearly state the name of the respondent in the upper right corner.

A. RESPONDENT BACKGROUND AND QUALIFICATIONS

Section A of the proposal should contain the following information about the respondent:

1. Information about the respondent (addresses, telephone numbers, fax numbers, E-mail addresses, and names of contact persons and of the Staffing Team) should be provided on Form I.
2. Resumes for each of the individuals listed for the respondent's project team on Form I should be included in the proposal.
3. Prior relevant work experience of the respondent should be included in the proposal. **Projects involved specifically with government website(s) and social media development is especially relevant to this solicitation.** The following information should be included:
 - a) Customer's name;
 - b) Total project cost;
 - c) Name and telephone number of reference for the project and E-mail address if available;
 - d) Brief description of the project (including type of facility at which project was implemented).

At a minimum, three (3) references shall be included (if more than three projects are relevant to this RFP, remaining examples of experience may be briefly summarized).

Additional information about the Staffing team, its personnel, financial condition, or qualifications may be included in the proposal. Respondents proposing to host the City website(s) must comply with New York State Public Records Retention and keep historical or archival copies of all web pages. These must be complete and easily searchable by City employees needing to recover information.

B. Technical Aspects of the Proposal

Section B of the proposal should contain the following information about the respondent's technical approach to meeting the City of Saratoga Springs's website design objectives:

1. Description of the respondent's project development and management process and typical schedule.
2. A description of the respondent's proposed designs, recommendations, and solutions for City website(s) and other social media.
3. A description of the respondent's approach to operations and maintenance (service) of the installed solution.

C. FINANCIAL CAPABILITIES

1. Provide a copy of the most recent year-ending statements of financial condition, certified by a public accountant, including balance sheet and income statement, dated within twelve months of filing.

D. ADDITIONAL INFORMATION

Any additional information the respondent believes to be relevant to The City of Saratoga Springs's selection efforts may be included in the response.

VI. RESPONSE DUE DATE

The **original and 6 (six) copies** of all responses to this Request for Proposal shall be due by:

2:00 P.M. Thursday, December 4, 2014

All responses should be sent to:

**Office of the Commissioner of Accounts
City Hall
474 Broadway
Saratoga Springs, New York 12866**

All responses will be considered public documents. Any material considered proprietary that should not be included as part of publicly releasable information should be clearly marked as such and as described in Section IV Part C of this Request for Proposal.

FORM I

GENERAL INFORMATION: Website and Social Media Developer

- 1. Name of firm: _____
- 2. Address: _____

- 3. Name and title of contact person for this project: _____
E-mail address of contact person for this project: _____
- 4. Telephone number of contact person: _____
- 5. Fax number of contact person: _____
- 6. Lead personnel for this project (persons who will have supervisory or other responsibility for the work to be performed):

Name	Title

- 7. Number of years the firm has been in business: _____

Appendix A



Waiver of Immunity Clause

Upon refusal of a representative of our firm, when called before a grand jury to testify concerning any transaction or contract with the City of Saratoga Springs, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts:

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, with any fire district or any agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

Non-Collusive Bidding Certification

Required by Section 103(e) of State Finance Law

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

Signature: _____ Print Name: _____

Title: _____ Date: _____

Company: _____ Address: _____

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 2013 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- Conflict of Interest: The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
- Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: _____ Printed name: _____

Title: _____ Date: _____

Company Name: _____



City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services

City Project Number: _____ City Project Name: _____
 City Department: _____ Department Contact Person: _____ City Ext. _____
 Company Name: _____
 Company Address: _____
 Company Telephone No.: _____ Company Fax No.: _____
 Consultant Primary Contact for This Project: _____ Title: _____

The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above:

The Consultant shall procure and maintain during the term of this contract, at the Consultant’s expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be “occurrence basis” with the exception of Professional Errors and Omissions Coverage which may be “claims made” coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated “A-:VII” or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City’s option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (*City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage*);
- **Excess Liability Insurance:** Three Million Dollars per Occurrence Aggregate
- **Professional Liability Insurance:** One Million per Claims with Two Million Aggregate
- **NYS Statutory Workers Compensation, Employer’s Liability and Disability Insurance**

It shall be an affirmative obligation of the Consultant to advise City’s Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as “City”), from and against all claims, damages, losses and expense (including, but not limited to, attorneys’ fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant’s employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant’s employees, subcontractor’s employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs’ legal obligation to continuously provide Consultant’s service to the public or the City of Saratoga Springs’ immediate need for completion of the Consultant’s work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Consultant, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Consultant Signature: _____ Date: _____