



CITY OF LONG BEACH

PURCHASING DEPARTMENT

1 WEST CHESTER STREET, ROOM 509

LONG BEACH, NY 11561

(516) 431-1006

FAX: (516) 431-1839

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL:

Website Re-Design and Implementation

January 10, 2017

CITY OF LONG BEACH
NEW YORK

CITY MANAGER

JACK SCHNIRMAN

CITY COUNCIL

LEN TORRES, PRESIDENT

ANTHONY ERAMO, V.P.
SCOTT J. MANDEL

EILEEN J. GOGGIN
ANISSA D. MOORE

CORPORATION COUNSEL

ROBERT M. AGOSTISI

ATTENTION*****

Read thoroughly "Instructions to Bidders" and the legal advertisement relative to bid and other details on submitting offers.

If bidder is a co-partnership, all partners must execute the bid, unless one partner has been authorized to sign for the co-partnership, in which case evidence of such authority shall be submitted.

If a bidder is a corporation, the President and Secretary shall execute the bid.

The Corporate Seal must be affixed.

In the event that this bid is executed by a Vice-President in lieu of the President, please attach hereto a certified copy of that section of Corporate By-Laws authorizing the Vice-President to execute contracts of this kind.

REQUEST FOR PROPOSALS

PLEASE TAKE NOTICE that sealed proposals will be received **up until 2:00 p.m. on Tuesday, January 10, 2017**, in Room 509, Purchasing Department, City Hall, Long Beach, New York 11561, for the following:

Website Re-Design and Implementation

Specifications may be obtained on the City's website at www.longbeachny.gov or by contacting the Purchasing Department, Room 509, City Hall, Long Beach, New York (516-431-1006). The City of Long Beach reserves the right to reject any and all proposals, to waive all formalities on same and to accept those proposals which are in the best interest of the City of Long Beach.

Date: Long Beach, New York
December 2, 2016

JACK SCHNIRMAN
City Manager

Objective

The City of Long Beach (the “City”) is seeking proposals for the services of an experienced web design firm to review, redesign, develop and implement a new website for the City, utilizing posted information on the existing website (www.longbeachny.gov) as well as new content (information, products and features) as suggested by the City. The City expects the selected firm to provide multiple website designs to choose from that will create solutions to enhance the user experience, simplify content management, and provide better information and customer service to its community, while meeting high standards for design quality and visual appeal as well as making the website more device and browser responsive, streamlined and easier to use.

The objective is for the selected firm to incorporate all the information on the website in a way that utilizes consistent design and layout themes (in line with City branding), and to provide a resourceful, informative, attractive and user-friendly website. The format should be simple, clean and easy to navigate through to find specific information.

In addition, through working with City staff, the selected firm will be expected to develop a community portal concept where people can view Frequently Asked Questions (FAQs), sign up for an e-message or be notified of events or news information. Further, the City would like to add new functionality to its website to include:

- ❖ Context search capability
- ❖ Online forms - static forms that are printed out or can be completed online and sent to the City through the website.
- ❖ Sign-up forms for events
- ❖ Online public feedback
- ❖ Newsletter software
- ❖ Community Calendars
- ❖ Enhanced education and prevention sections – virtual tours, training, videos
- ❖ Video streaming capability, video clips
- ❖ Ability to use Flash picture/ Changeable pictures on the home page
- ❖ Press release section with backend administration
- ❖ In the design of the website, web programming protocol that will work on all different browsers currently available, such as Microsoft IE, Safari, Chrome, Firefox, etc.

- ❖ Implementation of a web content management solution to manage the content of this new Website
- ❖ Capability for Social Media Integration

The selected vendor will develop a transition for City approval. When the new site is ready for deployment, the City will require a period of not less than six weeks to conduct acceptance testing. During this period all pages will be loaded on a test site and all new functionality and links tested.

Project Goals

- ❖ Improve public access to the City and City information by providing a website that is service oriented, easy to use, contains complete and comprehensive information, has intelligent and rapid search capabilities and provides a seamless interface to additional applications.
- ❖ Improve the departments use of the City's website as a public service tool by providing a wide range of rights and privileges to carry out daily authoring and publishing (CMS), without assistance by the City's Information Technology Department; by making it easy to update and maintain the site with the current level of skills; and by providing tools and standards for presentation of information.
- ❖ Provide a uniform and consistent look (incorporating identity and program elements) and feel to the City's web pages.
- ❖ Integrate the City's website with third party applications such as; GIS, SQL Database, etc.
- ❖ Redesigned website development must run on hosting web server.
- ❖ Train and equip existing City staff to have the knowledge, abilities and all necessary software tools to further develop, maintain, and expand the web site.
- ❖ Provide options for the web site content to be maintained.
- ❖ Ability for visitors to register online for specific events run by the City.
- ❖ Ability to stream videos on the website.

Project Specifications

Design and Development

- 1) The redesign should improve public access to City of Long Beach information and provide a responsive, agnostic (regardless of device, browser or operating system) design and architecture that is service oriented, easy to use, contains complete and comprehensive information, has intelligent and rapid search capabilities and provides a seamless interface to additional applications.
- 2) Consultant shall provide a minimum of three (3) proposed redesign formats (wireframes for template pages, user flows, colors, fonts, etc.) with a uniform and consistent look and feel (incorporating City of Long Beach logo, colors and branding) across all web pages. Consultant may be required to work with the City of Long Beach branding project team to assist in design analysis and style integration fit/gap.
- 3) Consultant shall work with City of Long Beach staff to finalize design for a consistent look and feel for the site, including color schemes, fonts, graphic elements, and information architecture that provides a more intuitive navigational flow within a unifying theme that allows some minor flexibility for the branding of different City of Long Beach departments and services.
- 4) The website must provide for high response and upload/download for a wide performance range of computers used by the average citizen, including:
 - a) offering text only option; and
 - b) optimized graphics (thumbnails-clickable to view full picture).
 - c) providing an estimate of download times for different connections speeds for each item that will be available for download on the site.
 - d) providing cross-referenced information through intuitive navigation with the home page link always visible.
- 5) Consultant must ensure that all page templates comply with ADA Section 508 Standards, as amended, and W3C Web Standards related to HTML, CSS, XML, and XSL.
- 6) The site must have on-page and within site search capabilities, including site-specific indexing, utilizing keywords which must be submitted by the Consultant to City of Long Beach within the project's initial design phase. It is the Consultant's responsibility to recommend which search engines the City of Long Beach should be registered with, and to arrange for the City of Long Beach to gain priority on those search engines whenever possible.
- 7) Consultant shall assist in addressing URL name changes and/or URL naming conventions.
- 8) Consultant shall suggest and provide design elements/applications for promotional opportunities for related activities between departments and related sites (e.g. promotion of events for the City of Long Beach Parks & Recreation webpage).

- 9) The Navigation must:
 - a) use Mega Drop-Down Menus
 - b) provide breadcrumb navigation
 - c) allow for secondary navigation within specific content areas
 - d) be structured with **unlimited** friendly URLs that can be modified and managed by City of Long Beach staff
 - e) allow for easy addition of external pages to navigation
 - f) provide flexible tools that facilitate management of common links across the site
 - g) allow reorganization of content to different sections or pages without having to manually change content links
- 10) The Content Management System (CMS) must:
 - a) provide a wide range of rights and privileges to carry out daily authoring and publishing without assistance by the City of Long Beach's IT staff;
 - b) allow City of Long Beach staff with varying skill levels to perform routine functions such as posting written content, uploading graphics, updating calendars, etc.
 - c) provide a WYSIWYG rich text editor that will still allow direct editing of HTML and CSS when desired by City of Long Beach
 - d) allow for optimization of pictures and graphic files for fastest page loading
 - e) provide ability to auto-size images
 - f) allow creation of document galleries for organization and publication according to subject matter
 - g) provide for multi-lingual content integration with website translation capabilities (MUST have ability to modify auto-translations)
 - h) have ability to specify a publishing scheduling for specific content/RSS feeds/documents including automatic display and removal from site on designated date and time
 - i) have ability to keep uploaded content from posting until scheduled or authorized for publication
 - j) allow City of Long Beach control of associated meta data

- k) implement electronic workflow for approval of updates prior to posting
- l) allow for the creation of custom forms, surveys and ad hoc reporting. Form application/module must allow capture of information in back-end database
- m) allow completed forms, surveys, etc. to be emailed to preset email address(es).

11) Calendar & Registration Functionality must:

- a) allow for display of weekly, monthly or annual calendars with the ability to hyperlink from elements of the calendar
- b) allow copying and pasting from calendars from prior years
- c) allow scheduling and posting of events and classes with a registration database that allows acceptance of credit card payments
- d) must be able to integrate current departmental 3rd party software, such as payment processors and scheduling services
- e) have ability to limit event or class registration with logins/password (i.e., limit audience able to register)
- f) permit each department to post only their own calendar events
- g) include departmental calendars as well as a composite City of Long Beach calendar that is ideally automatically propagated from departmental calendar entries
- h) permit flexibility in scheduling recurring appointments (e.g. 2nd Thursday of each month, except if the date falls on a holiday). Ability to allow one or more exceptions to recurring events is required

12) Security Features must:

- a) provide the ability to add and manage users and specify access rights
- b) provide the ability to create and manage groups with different access rights
- c) provide the ability to limit certain group members from specific content and content management functionality
- d) allow management of logged-in users
- e) allow customization of publishing workflow by security group and user
- f) provide an audit trail with reports of changes to content within the CMS

13) Procurement Features:

- a) The City of Long Beach currently posts many solicitations for procurements through the Empire State Municipal Purchasing Group website:

<http://www.bidnetdirect.com/private/buyer/solicitations>. The City of Long Beach is interested in Offerer's proposals for website functionality which would allow the City of Long Beach to manage posting and tracking of solicitations and acceptance of electronic bids (the City of Long Beach currently does not have an electronic signature system in place yet), bid results and awards through our own website. At minimum the redesign will need to allow for integration of the aforementioned sites in a user-friendly, intuitive manner.

14) Social Media:

The City of Long Beach currently maintains the following social media accounts: City of Long Beach: Facebook, Twitter. Recreation Department: Facebook. Police Department: Facebook. Fire Department: Facebook. We are interested in hearing Offerer's recommendations regarding our social media management (e.g. RSS feeds).

- a) Must allow for integration with social media networks and accounts
 - i) Ability to post photos, videos, text from backend interface to website along with multiple social networks

15) Additional features of design and architecture must: allow for integration of third-party applications such as: GIS, SQL Database, secure credit card payments, etc.

- a) provide fast-loading of graphics files
- b) include statistical analysis software/applications
- c) allow for embedded plug-ins such as Adobe for opening, viewing and printing a variety of maps, forms, etc.
- d) permit creation of functional groupings of webpages or portions of webpages from multiple departments to facilitate access to information that crosses departmental lines
- e) allow for the creation of restricted access areas on the website to make materials available electronically to a limited number of individuals. This will include an employee area accessible via login with domain credentials synced with Active Directory.
- f) integrate video streaming capability, video clips to/from multiple sources including but not limited to YouTube, Vimeo, Ustream
- g) allow for development of public and private pages with enhanced educational features - virtual tours, training, videos, FAQs, etc.

- h) allow a workflow for the creation, posting and distribution of agendas, minutes, and other meeting materials
- i) include capability for newsletter drafting and distribution
- j) provide for automated and "manual" email push to subscribed content
- k) include a press release section with backend administration
- l) include a general Contact Us form page with form fields and/or drop down lists so visitors can send comments, questions and other information to several contacts. The form information should be captured into a database and should be sent via email to the contacts specified by the City of Long Beach. It should be possible for the City of Long Beach to easily modify contacts without assistance from Consultant.
- m) enable maintenance of an archive of existing and past posts and pages such as agendas, minutes, press releases, newsletter, etc.
- n) provide for site indexing and context search capability
- o) allow creation and maintenance of searchable databases within the site
- p) foster use of robust Search Engine Optimization (SEO) strategies.
- q) provide features for social media and RSS integration and allow for future social media capability
- r) include citizen request tracking capability
- s) allow for an emergency banner that is easy to turn on/off without administrative access to the entire system
- t) provide ability to scan for and update broken links
- u) allow for scalability to increase usability and functionality
- v) provide for beta area to review and test changes prior to posting
- w) Must provide compatibility with current mass notification service vendor, Everbridge.

Style Guide

Consultant shall deliver a Web Design Style Guide in both an editable Word and a finished PDF format. Details in the Guide should include, but not be limited to: page elements, design overview, editable regions, layout, formatting, content areas, sizes, fonts, colors, alignments, maximum number of clicks to find information, standard use of graphics (photographs, clipart, etc.), framing of pages based on web browser and screen resolution.

Hosting & Maintenance

- 1) The site must be designed for 24 hours a day, 7 days a week operation; except for minimal scheduled maintenance downtime. The site design as well as hosting should be implemented in a manner that permits significant increases in page numbers, page views, email addresses, etc. and other scalability with no to minimal additional cost. The Cost Proposal should identify the constraints of each hosting option in addition to the cost for each option.
- 2) The site must be hosted in a secured data center with a managed network infrastructure, onsite power backup and generators, multiple telecom/network providers, redundant network, secure facility and 24/7/365 system monitoring. Hosting site must provide software/database updates, security patches, anti-virus and firewall solutions. Appropriate bandwidth based on site visitation statistics must be provided with room to grow. Disaster recovery plans/procedures must be in place for minimal down time along with DDoS mitigation plan/monitoring. An ongoing maintenance and service plan for CMS and other upgrades is also required. Proposals must explain in detail the process for upgrades for each proposed CMS (if more than one option is proposed) and any requirements or constraints pertaining .to CMS type, web pages, page or user volume, etc. for each hosting package. The City of Long Beach will continue to handle email separately through Microsoft Exchange.
- 3) Proposals must provide a cost option for Consultant to host and maintain the website and a cost option for the Consultant to share maintenance responsibility with City of Long Beach staff. Include an hourly price or monthly fee to maintain the pages for both options.
- 4) Consultant must provide DNS record hosting and handle transition from current DNS hosting service.
- 5) Consultant must provide details regarding ability to host multiple domains under same service (i.e. City of Long Beach website and Police Department website having different URL's but using same vendor, hosting and backend)

Optional Features

- 1) Mobile App for City
 - a) Services for the creation and administration of a mobile application (i.e. Long Beach Response)
- 2) "Flipbook" style photo galleries

Implementation & Transition

- 1) Proposals should provide a detailed implementation plan for City of Long Beach review and approval.
- 2) Initial draft website design templates (wireframes, user flows, mood boards, fonts, colors, etc.) will be developed and provided to the City of Long Beach for review within four (4)

weeks from the date of contract execution by the City of Long Beach.

- 3) The Consultant's representatives may be required to attend and provide a presentation at one or more meetings.
- 4) The Consultant should be prepared to meet with the City of Long Beach's web development team as required.
- 5) During the course of the engagement the Consultant's representatives will be required to meet with the City of Long Beach project manager and/or representatives to discuss and plan task implementation, and to provide progress reports as needed.
- 6) In conjunction with performance or lack thereof, as defined under the approved contract, the Consultant may be required to attend progress meetings (in addition to any specified in the Proposal or implementation plan) at no additional cost to the City of Long Beach.
- 7) Consultant shall develop and deliver a presentation to the City of Long Beach administration and other staff when a draft website is ready.
- 8) Consultant shall conduct a joint beta testing period (all pages are to be loaded on a test site and all new functionality and links tested) and subsequent acceptance testing period, during which the City of Long Beach may evaluate the website on property to ensure satisfaction with the website functions and specifications. The City of Long Beach will require a period of not less than three (3) weeks for beta testing and three (3) weeks for acceptance testing.
- 9) Consultant shall provide the City of Long Beach with source code and any applications developed in conjunction with the website.
- 10) Consultant will be responsible for coordinating with City of Long Beach personnel for the transition of the new website to the hosting provider.
- 11) Upon completion of the contract, the City of Long Beach will take complete ownership of the website including the design, applications, developed code and any images such as illustrations and photography used on the site. This must be acknowledged in the proposal submission.

Training & Support

- 1) Consultant shall train and equip existing City of Long Beach staff to have the knowledge, abilities and all necessary software tools to further develop, maintain, and expand the web site, preferably with minimal coding skills and utilizing a "train the trainer" approach.
- 2) Training shall be provided on-site at the administrator/security level as well as department head and department user levels.
- 3) Consultant shall provide reference materials and/or online help as well as customer service or help desk support for additional modifications or requests.

- 4) Consultant shall provide technical support and product error/fix support with response provided/implemented on the same day as transmitted, if received prior to 3:00 p.m., and have support staff available via e-mail and phone at a minimum from Monday - Friday 8:00 a.m. to 5:00 p.m.

Website Ownership

The City of Long Beach will be the owner of all work designed and developed under this contract and will hold the copyright to the design and all its content components. This extends to all programming design, source code, databases created or updated, content, graphics, logos, etc. resulting from this work. The Consultant's services shall be Work(s) for Hire.

The City of Long Beach anticipates that the term of this contract will be for three (3) years. The City of Long Beach reserves the right to extend the contract for up to two (2) additional one (1) year periods, at the sole option of the City of Long Beach and under the terms and conditions of the original contract, unless alternate terms for renewals/extensions are specified in the contract. Upon expiration of the original contract term or any renewal thereof, if authorized by the City of Long Beach as above, the contract may be extended unilaterally by the City of Long Beach for an additional period of up to two months upon notice to the Vendor/Consultant with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such extension), prices, and delivery requirements. With the concurrence of the Vendor/Consultant, the extension may be for a period of up to three months in lieu of the up to two month period.

Deliverables

1. Initial draft website design templates will be developed and provided to the City for review within 4 weeks from the signed contract date.
2. The selected firm's representatives may be required to attend and provide a presentation at one or more City Council meetings.
3. The selected firm should be prepared to meet with the City web development team as required.
4. During the course of the engagement the selected firm's representatives will be required to meet with the City project manager and/or representatives to discuss and plan the project(s), and to provide progress reports as needed.
5. Develop and deliver a presentation to the City, executive director, and general staff when a draft website is ready.
6. Conduct a joint beta testing period and subsequent acceptance testing period, during which the City may evaluate the website on property to ensure satisfaction with the website functions and specifications.
7. Provide the City with source code and any applications developed in conjunction with the website.
8. The selected firm will be responsible for coordinating and implementing the website with personnel during which time the website is to be moved to a hosting provider.
9. Upon completion of the contract, the City will take complete ownership of the website including the design, applications, developed code and any images such as illustrations and photography used on the site. This must be acknowledged in the proposal

submission.

10. In conjunction with performance or lack thereof, as defined under the approved contract, the contractor may be required to attend additional progress meetings. These meeting will be at no additional cost to the City.

11. Documentation that is required to provide for the ongoing maintenance, further development and enhancement of the CMS and revised web site. Reference material or online help to provide support once the post-support period has ended should be provided and there should be customer service or help desk support for additional modifications or requests

General Requirements

Proposals will be received up to 2:00 p.m. on Tuesday, January 10, 2017. An original and seven (7) copies of all proposals must be submitted in a sealed envelope with title of RFP, due date and time, and name of proposer so marked clearly on the outside envelope. Costing sheet must be submitted in separate envelope marked with title of RFP, due date and time, and name of contractor so marked clearly on the outside of envelope and the words "COSTING PROPOSAL". Each proposer must submit two (2) envelopes. Costing proposal must contain a deposit of not less than 10% of the total amount of proposal. The Bid Bond shall be secured by a guaranty or surety company licensed in New York State. Proposals should be sent to:

Rosemary Alton, Purchasing Agent
City of Long Beach
1 West Chester Street, Room 509
Long Beach, NY 11561

Qualifications and Experience - The firm's overall qualifications and "relevant" experience will be evaluated under this criterion. Also considered will be past performance in ventures of this or similar nature. (Total Points 25)

Time frame for completion of project. Since the City is anxious to have this project completed, it is imperative that this work be performed expeditiously. (25 points)

Quality of Proposal – The proposal work plan will be evaluated to determine the contractor's approach, methods and projected products. (Total Points 25)

Price Response – The contractors projected fees to undertake this project will be weighed heavily under this criterion. (Total Points 25)

All questions and inquiries regarding this project should be directed to Gordon Tepper, Director of Public Relations, at gtepper@longbeachny.gov or by calling (516) 431-1000, extension 7217.

The decision of the City Council as to which proposal offered is in the best interest of the City of Long Beach shall be final. The City reserves the right to reject any and all proposals.

Proposals will only be considered from companies which have an established reputation in this field.

The City of Long Beach hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on grounds of race, color or national origin in consideration for an award.

Any changes to these specifications must be by written consent of both the successful vendor and the City of Long Beach. No oral, telegraph or telephone bids or modifications will be considered.

This contract will follow the provisions of the Prevailing Wage Rates as set forth by the NYS Dept. of Labor. A copy of the prevailing wage rates will be available to the successful contractor.

This RFP constitutes only an invitation to make a proposal to the City. The City reserves, holds, and may in its sole discretion exercise the following rights and options with respect to the RFP and subsequent agreement:

- To waive any informalities with respect to the submission requirements.
- To reject any or all proposals.
- To cancel this RFP with or without the substitution of another RFP.
- To supplement, amend, or otherwise modify this RFP, prior to the time of public opening.
- To issue additional and or subsequent RFPs.
- To negotiate with the proposers for amendments or other modifications to their proposals.
- To select and enter into an agreement with a vendor whose proposal best satisfies the overall interests of the City.

This RFP is not a strictly competitive bid. The City reserves the right to select a proposal, without the amount offered being the sole determinative factor. The City's decision-making process, which may include a public hearing before the City Council, will be discretionary and will be in the best interests of the City.

The City Council will consider an award to a responsible proposer who best demonstrates relevant experience and expertise; who, upon evaluation of all proposals received, best responds to this Request For Proposals and who, in the judgment of The City of Long Beach, will best serve the public interest.

Insurance Requirements

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and copies of such insurance have been provided to and approved by the City of Long Beach, New York. Said insurance premiums are to be paid up front and not by installments; the Contractor shall not allow any subcontractor to commence work on his subcontract until the subcontractor has obtained the same insurance coverage. The required insurance coverage is as follows:

- (1) Workmen's Compensation Insurance - in accordance with the Laws of the State of New York.
- (2) Comprehensive General Liability Insurance - to protect the Contractor and any subcontractor performing work in connection with this contract from claims for damages for bodily injury (personal injury, sickness or disease, including death resulting there from, as well as injury claimed to be sustained resulting from false arrest, detention and/or imprisonment, malicious prosecution, libel, slander and/or wrongful entry), as well as from claims for property damage which may arise from operations connected with this contract, by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
 - (a) Bodily Injury: 1,000,000 each person;
1,000,000 each occurrence.
 - (b) Property Damage 300,000 each occurrence;
1,000,000 Aggregate.

The parties to this agreement specifically and without ambiguity agree that they shall hold the City harmless and provide complete indemnity and defense to the City for any and all claims and suits for personal injury, property damage, other tort or contract, which may be brought against the City of Long Beach, (including wrongful death or any other claim).

This complete and absolute duty to indemnify the City shall apply in any instance in which any person shall allege that the other parties to the contract were involved or connected in any manner with the damages alleged by the claimant, regardless of whether the claimant's claims, or alleged manner of involvement of the parties with the claims, shall have any merit.

To avoid any problem of interpretation, the parties agree that the mere allegation on the part of a claimant that the City was connected in any manner with the claim shall trigger the other parties' duty to provide legal defense and indemnity to the City.

This duty to indemnify the City shall apply even if it should be proven or adjudicated that the City's negligence was the sole proximate cause of the claimant's loss.

In order to protect the general public and claimants in general, the other parties to this agreement shall purchase a contract of general liability insurance (amounts of coverage specified elsewhere in this agreement) naming the City of Long Beach as an additional named insured. The policy shall also recite that this particular indemnity agreement is included within its coverage.

In the event that a claim arises against the City which is connected in any way with the other parties to this agreement, and it shall be found that the other parties to this agreement failed to purchase insurance coverage sufficient to fully protect the City for the claim, then the other parties agree to be liable to the City for full indemnity for any judgment rendered against the City, including the costs of defense of the claim.

For the purpose of determining which claims against the City shall be indemnified by the other parties, the following shall be included but not limited to:

Claims arising out of:

1. any performance directly called for by this agreement
2. any performance by a party which is necessarily related to performance under this agreement
3. any act of any employee of a party in the scope of his employment
4. any claim arising out of the physical condition of the premises, its fixtures and appurtenances
5. any condition of any item or object on the premises
6. the actual, intended or permitted use of the premises
7. the condition of any sidewalk or walkway, curb or gutter, or physical walking surface of any kind located within twenty feet of the vertical surface of any structure used by the other parties
8. the condition of any street or sidewalk or other walking surface within the area in which the parties perform work under this agreement

...shall all be subject to indemnification by the other parties to the City.

The intention of the parties, for purposes of further clarification, is that because the parties are providing for insurance coverage for the benefit of all parties, all the other parties to this agreement waive any claim for contribution or indemnity against the City in any claim for damages brought by a claimant.

In the event of any conflict between this indemnification clause and any other portion of this agreement, this indemnification clause shall supersede the conflicting provisions.

Proposals properly completed and executed on the forms provided by the City along with any supporting documents may be delivered in person by the bidder or his agent or may be mailed to the Purchasing Department. The Purchasing Agent or her designee must receive all bid proposals, without exception, not later than the time specified for the bid proposal being opened on the Notice to Proposers.

ALL PROPOSALS MUST BE IN WRITING AND BE RECEIVED IN THE PURCHASING DEPARTMENT OF THE CITY OF LONG BEACH, CITY HALL, ROOM 509, PRIOR TO 2:00 P.M. ON TUESDAY, JANUARY 10, 2017. ANY PROPOSAL RECEIVED AFTER SUCH TIME WILL NOT BE CONSIDERED.

The decision of the City Council as to which proposal offered is in the best interest of the City of Long Beach, shall be final.

The proposer assumes all risk of any delay, for any reason, for the delivery of their proposal if it is mailed utilizing the U.S. Postal service or if by personal delivery or any commercial package delivery service.

Website Re-Design and Implementation
For The
City of Long Beach, New York

Request For Proposal

PROPOSAL SUBMITTED BY:

(Signature of Proposer)

(Printed Name and Title of Proposer)

(Company or Corporation) Date

Address, City, State, Zip

Telephone, FAX, Pager, e-mail address

CORPORATE SEAL

**SCHEDULE OF COSTING
SIGNED AUTHORIZATION**

<u>DESCRIPTION</u>	<u>TOTAL PRICE</u>
Website Re-Design and Implementation For The City of Long Beach, New York	\$_____

BIDS MUST BE ACCOMPANIED BY A BID BOND OR CERTIFIED CHECK IN THE AMOUNT OF TEN PERCENT (10%) OF THE QUOTED PRICE.

WARRANTY/GUARANTEE _____

APPROX. STARTING DATE _____

APPROXIMATE LENGTH OF JOB _____ Days.

FIRM: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

CITY OF LONG BEACH
LONG BEACH, NEW YORK

Bid submitted by: _____
NAME

ADDRESS

TELEPHONE

to furnish _____
in accordance with specifications attached, it being further understood that the CITY reserves the right to make an award on the basis of quotations received for any item or the aggregate total for all items on which quotations are received.

TO: City Purchasing Agent
City of Long Beach
1 West Chester Street
Long Beach, NY 11561

The undersigned, desiring to submit a bid to furnish _____

_____ for the City of Long Beach, New York, does hereby accept all terms, conditions and agreements contained and set forth in the e Notice to Bidders, Information for Bidders and Specifications and the undersigned does hereby certify, agree and propose as follows:

The undersigned declares that he has examined all of the attached documents and hereby proposes and agrees that, if this bid is accepted, he will contract with the City to supply said materials and services and to perform the specified work in the manner and time required pursuant to the attached documents.

By submission of this bid, each bidder and each person signing on behalf of any bidder, or in the case of a joint bid, each party thereto, certifies, under the penalty of perjury, that to the best of each of their knowledge and belief:

- A. That 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; and

- B. That 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, directly or indirectly, by the bidder to any other bidder or to any competitor, prior to opening of all bids upon this proposal; and
- C. That 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; and
- D. That neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit or cost element of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Long Beach or any person interested in the proposed contract; and
- E. That the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owner, employees or parties in interest, including this affiant.

Enclosed is bid bond or depositor' check (IF CALLED FOR IN BID) certified by (name of bank of deposit) _____ in the amount of _____ made payable to the City Treasurer, City of Long Beach, as a proposal guarantee which it is understood will be forfeited in case the contractor fails to comply with the requirements of the specifications.

(SIGN ATTACHED PAGE AND/OR PAGES)

SIGNATURES

(If an individual)

Date _____, 20_____

Signature of Bidder _____ (Seal)
(Owner and Proprietor)

Business Name D/B/A _____

Business Address _____

SUBSCRIBED AND SWORN TO before me

this _____ day of _____, 20_____

(If a co-partnership)

Date _____, 20_____

Firm Name _____(Seal)

By_____

Business Address_____

Name and Address of all Members of the Firm: _____

SUBSCRIBED AND SWORN to before me

This _____ day of _____, 20_____

Notary Public

(If a corporation)

Date _____, 20_____

Corporate Name_____

By

President

Business Address _____

CORPORATE SEAL

President _____

Vice President _____

Secretary _____

Treasurer _____

Attest _____

Secretary

SUBSCRIBED AND SWORN TO BEFORE ME

This _____ day of _____, 20_____

Notary Public

INSTRUCTIONS TO BIDDERS

1. General:

Read all documents contained in the bid specifications.

Upon submitting a proposal, each bidder shall be assumed to have made a careful examination of the conditions and specifications and to have fully informed himself as to any special conditions, contracts and/or other documents.

Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. No bids will be accepted after the designated time or date indicated in the bid specifications.

All bids must be filled out in ink or be typewritten. Bids submitted in pencil may be rejected as unresponsive. In the case of a discrepancy between the numerical number and written number, the written number will be controlling and will be considered to be the actual bid of the bidder.

The competency and responsibility of bidders will be considered in determining whether a bidder is qualified to perform the services or items required for the purpose of making the award.

The City may reject any and/or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids.

No bid shall be considered which is not based upon these specifications and other contract documents attached or made a part there-to. Further no bid will be considered which contains any letters or memorandum modifying the bid, or which is not properly executed, or which is not accompanied with bid security in the form and amount as set forth herein. In case of discrepancy between the numerical number and written number, the written number will be controlling and will be considered to be the actual bid of the bidder.

No oral, telegraph, or telephone bids or modifications will be considered.

2. Submission of Proposals

All prospective bidders shall submit sealed proposals.

The sealed envelope submitted by the prospective bidder shall carry the following information on the FACE of the envelope: bidder's name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

Where proposals are sent by mail to the City Purchasing Agent, the bidders shall be responsible for their delivery to the City Purchasing Agent before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered. Under no circumstances is it necessary to submit the technical specifications with the bid.

3. Receipt and Opening for Bids:

Bids will be received and opened by the City Purchasing Agent as outlined in the Notice to Bidders or by her authorized representative.

4. Proposal Security

Each bid shall be accompanied by a bid bond or certified check (IF CALLED FOR IN THE BID SPECIFICATIONS) in the amount of ten percent (10%) of the bid and shall be made payable to the City Treasurer, City of Long Beach, unless otherwise specified. Such proposal security will be returned to the unsuccessful bidders, within forty-five (45) days after the City and the successful bidder have executed contract for the proposed purchase or services, or in the event no contract is executed, within (45) days after the date of the opening of the bids or upon the demand of the bidder at any time after the forty-five (45) days, so long as he has not been notified of the acceptance of his bid. The proposal security of the successful bidder may be accepted as a performance security to be retained pending successful completion of the contract and shall be retained by the City as liquidated damages, not as a penalty, for failure to complete the contract as specified herein, it being now agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure to complete the contract as specified herein.

5. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within fifteen (15) days after he has received notice of the acceptance of his bid, shall forfeit the proposal security deposited with his bid to the City as liquidated damages, not as a penalty, for such failure or refusal, it being now agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure or refusal to execute and deliver the executed Contract and Bonds as stated above.

6. Signatures:

Bids shall be signed with the full name of the bidder or an authorized agent of the bidder. If the bidder is a corporation the bid shall be signed by a properly authorized officer of the corporation.

The bid shall indicate whether the bidder is an individual, a partnership or a corporation. In case of a partnership, the full name of each individual partner shall be given. In case of a corporation, the corporate name, the State of incorporation, and the names of its officers shall be submitted.

7. Acceptance of Bid and its Effect:

Within forty-five (45) days after the opening of the bids, the City will act upon them. The acceptance of a Bid will be given to the successful bidder by notice in writing signed by a duly

authorized representative of the City. No other act of the City or any official shall constitute the acceptance of a Bid. The acceptance of a bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages as provided in paragraph 5 above. The rights and obligations provided for in the contract shall become effective and binding upon the parties only upon the formal execution of the contract.

8. Competency of Bidder:

No proposal will be accepted from or a contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or who had failed to perform faithfully any previous contract with the City.

9. Obligation of Bidders:

At the time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all contract documents. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no-way relieve any bidder from any obligation in respect to his proposal.

10. Time for Executing the Contract:

The bidder whose bid shall be accepted will be required to execute a Contract in the form hereto attached within fifteen (15) days after the notice that his proposal has been accepted. Failure or neglect to execute the Contract within the said period of Fifteen (15) days shall constitute a breach of the agreement affected by the acceptance of the bid and the proposal security shall thereupon become forfeited. The provisions contained in the said contract shall be considered a part of the Instructions and Specifications.

11. Time of Payment:

The City shall make payment within thirty (30) to forty-five (45) days after delivery of any purchase or rendering of services made under the terms of this contract acceptance, after a proper invoice of same is submitted and approved by the City Purchasing Agent, City of Long Beach.

12. Failure to Furnish Bond:

In the event that the bidder fails to furnish a performance bond when required in said period of fifteen (15) calendar days after acceptance of the bidder's proposal by the City, then the bid deposit of the bidder shall be retained by the City as liquidated damages and not as a penalty; IT BEING NOW AGREED that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure to furnish said performance bond.

13. Interpretation of Contract Documents:

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, he may submit to the Purchasing Agent a written request for an interpretation thereof. The person submitting the request will be

responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of the proposal. If, after award of the contract, questions arise concerning interpretation of contract documents, it is understood that the decision of the Purchasing Agent will be final and binding.

14. Catalogs:

Each bidder shall submit in duplicate catalogs, descriptive literature, and detailed drawings, which fully detail the features, designs, construction, appointments, finishes and the like not covered in the specifications, but which details are necessary to fully describe the material work bidder proposes to furnish.

15. Non-Discrimination:

The Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant for employment because of race, creed, color or national origin. The Contractor further agrees that each subcontract made under this contract will contain a similar provision with respect to non-discrimination.

16. HOLD HARMLESS:

It is agreed that the Contractor shall indemnify, save and keep the City harmless against all liabilities, judgments, loss, costs, damages and expenses which may in any way be incurred by the City or its licensees, permittees, and assignees, respectively, by reason of the performance hereunder by the contractor, or the use of or any claim of the use of any patented material design, machinery, device, equipment or process furnished under this contract and accepted by the City.

17. Inspection and Responsibility:

The City shall have a right to inspect, by its authorized representatives, any material as herein specified. The City does not assume any responsibility for the availability of any controlled materials and equipment required under this contract.

18. Rejection of Material or Services:

Equipment, supplies or services that may fail to comply with the specifications herein as regards design, material or workmanship, are subject to rejection, and may at the option of the City Purchasing Agent, be rejected.

19. Replacement:

Materials or components, that have been rejected by the Purchasing Agent, in accordance with the terms of this contract, shall be replaced by the Contractor at no cost to the City.

20. Removal:

Any material or components rejected shall be removed within a reasonable time from the premises of the City at the entire expense of the Contractor, after notice has been mailed by the City to the Contractor that such materials or components have been rejected.

21. Delay:

Should the Contractor be delayed by the City for any cause, there shall be added to the Time of Completion a time equal to the period of such delay caused by the City; but the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension.

22. Time of Commencement and Performance:

The time of commencement, rate of progress and time of completion are essential conditions of this contract; however, if the time of performance of the contract is for any reason, either expressly or by implication, extended, such extension shall not affect the validity of this contract or the liability of the sureties upon the bid given for the faithful performance of the same.

The City Manager reserves the right finally to decide all questions arising as to the proper performance of this contract, and in case of failure by the Contractor to comply with this contract in any manner, then to declare the same forfeited, either as to a portion or the whole thereof, and to re-bid the same with or without further advertising; and in such case of default, or in any case of default, to adjust the difference of damage or price, if any, which according to the just and reasonable interpretation of this contract, the said Contractor should, in the opinion of said Purchasing Agent, pay to the City.

It is further understood and agreed that any amount of damage or price determined by the City Manager to be paid to the City by the Contractor for any such default, or for any money paid out by the City in consequence of any such default, there shall be applied in payment thereof a like amount of any money that may be due and owing to the Contractor under or on account of the contract, so far as there may be any such money and the same shall be sufficient; and if there shall not be a sufficient amount retained from the Contractor, then the amount to be paid to the City in consequence of such default shall be a just claim against the Contractor to be recovered at law in the name of the City in any court of competent jurisdiction.

23. Subletting of Contract:

No contract shall be assigned or any part of the same subcontracted without the written consent of the City Manager and in no case shall such consent relieve the Contractor from his obligation, or change the terms of the contract.

24. Increase of Prices:

Should it become proper or necessary, however, in the execution of this contract for any change in design, or to make alterations which will increase the expense, the amount, if any, by which the contract price shall be increased in consequence of such change in design or alterations shall be determined by the City Manager.

No payment shall be made to the Contractor for any extra material, or of any greater amount of money than stipulated to be paid in the Contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by the City Purchasing Agent.

25. Delivery by Truck:

If delivery is made by truck, arrangements must be made in advance by the Contractor in order that the City may arrange for receipt of the materials. The material must then be delivered where directed. Truck deliveries will be accepted before 4:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or Holidays.

26. Verification of Weight:

The quantity of material delivered by truck shall be ascertained from certified weight ticket. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the City reserves the right to re-weigh at the nearest available scale.

27. Demurrage:

The City will be responsible for demurrage charges only when such charges accrue because of the City's negligence in unloading the material.

28. Re-spotting:

The City will pay railroad charges due to the re-spotting of cars when such re-spotting is ordered by the City.

29. Escalation:

If during the term of the Contract, the Contractor's price to others is below stipulated prices of this contract, the Contractor shall notify the City promptly of all such changes and the Contractor shall/give the City the benefit of such reduction in prices on all material or specification applying against this contract, shipped on or after the date of such price reduction.

30. Deliveries:

All materials shipped to the City of Long Beach must be shipped F.O.B. Long Beach, N.Y.

31. Trade Names:

In cases where an item is identified by a manufacturer's name, trade name or catalog number or reference it is understood that the bidder proposes to furnish the item as identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal

exactly what he proposes to furnish, or forwards with his bid a cut or illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The City Manager hereby reserves the right to approve as an equal, or to reject as not being as equal, any article the bidder proposes to furnish having major or minor variations from specification requirements but complying substantially therewith.

32. Permits:

The Contractor shall take out at his own expense all permits and licenses necessary to carry out the work described in this contract.

33. Responsibility:

The Contractor shall be responsible for all materials or finished work furnished under this contract up to the time of final acceptance by the City.

34. Quantities:

If materials in this bid and contract are on a requirement basis, then the quantities may be increased or decreased, as the needs of the City shall require.

35. Firm Prices:

Firm price bids shall be given first consideration. Firm price shall mean a guarantee against price increase during the period of the Contract.