

REQUEST FOR PROPOSALS

For

WEB SITE DESIGN SERVICES

to the

City of Manchester, New Hampshire

December 14, 2006

I. INTRODUCTION

The City of Manchester (the “City”) through its Economic Development Office (“MEDO”) is seeking a Professional Web Design partner (“Consultant”) to collaborate in the design, development, implementation and on-going maintenance of a stand-alone Economic Development Web site.

The City has grown dramatically over the last decade, attracting start-up businesses and mid- to large-sized companies whose relocation to Manchester has helped grow the tax base, infuse millions of dollars into the local and regional economy and position Manchester as an ideal city in which to do business. With targeted, comprehensive marketing, the City can leverage this growth and continue to increase its market share.

MEDO is rolling out a significant branding and marketing campaign designed to position Manchester as a top-rate city, boasting a vibrant quality of life, pro-business atmosphere and a dynamic workforce ideal for entrepreneurs seeking to start businesses or for relocation of existing businesses. A component of this campaign is a stand-alone economic development Web site, serving as the online go-to resource for entrepreneurs, site selectors, developers, realtors, business leaders and others interested in relocating, developing or starting a business in Manchester.

The purpose of this Request For Proposals (“RFP”) is to review credentials and establish a Professional Web Design partner who can provide MEDO and the City with a top-notch stand-alone Economic Development Web site.

II. BACKGROUND

Manchester is the largest city in Northern New England, with an estimated 2006 population of 109,308 and a metropolitan area population (20-mile radius) of 610,685. Located only 53 miles northwest of Boston, Manchester is adjacent to a metro area of nearly 5 million people. As northern New England’s largest city and business center, Manchester boasts a diversified economic base, including the redeveloped Millyard District, once the world’s largest textile mill complex; one of the fastest growing commercial airports in the country; and eleven area colleges and universities. Today, the City boasts an economy that is a diverse combination of manufacturing, knowledge-based and other technology sectors, financial and related services, as well as a strong retail presence.

The City is recognized nationally for livability and economic strengths:

- #7 Best Small Metro Area for Doing Business in America 2005 – Inc. Magazine
- #10 Best Place (Manchester) to Live in America 2004 – Men’s Journal
- #43 Strongest Metropolitan Economy 2005 – Policom Corp
- The only city in the Northeast to be included in the top 10 cities with the lowest tax burden (Kiplinger’s Personal Finance, June 2004).

The City has made a major effort in recent years to diversify its economy. This planned effort has led to the location of an array of businesses and industries in the City, and has provided a

strong base for future economic development activities. Manchester's core strengths include: a growing regional population; a comprehensive transportation infrastructure, including New Hampshire's largest commercial airport; proximity to the research centers, venture capital and educated workforce of the area; and an ideal business climate with non-intrusive State government, moderate taxes and a competitive cost structure.

Manchester can provide a low cost alternative to larger metropolitan areas on the East Coast. The City's competitive assets include:

- A high quality of life, conducive to raising a family and with growing new amenities for young adults;
- An overall tax structure with no broad-based personal income tax, no general sales tax and the second lowest State and local tax burden in the nation;
- A high educational attainment level coupled with access to multiple colleges and technical schools within a short drive.

In 2005, the City of Manchester contracted with AngelouEconomics of Austin Texas, an economic development consulting firm, to develop a Global Economic Development Strategy to guide the City's economic development efforts over the next five years. Based on the results of that study, the targeted industries of the City's economic development program are:

- Business & Financial Services – integrated service centers, data centers, and CRM call centers
- Software and IT – software developers, network security, and information analytics and visualization
- Defense/Advanced Security – biometrics, defense manufacturing, and precision industrial machinery
- Medical/Life Science – bio-pharmaceutical manufacturing, medical device manufacturing, medical testing laboratories, and drug development centers
- Aviation – air freight, instrumentation manufacturing, and maintenance repair and overhaul

III. SCOPE OF SERVICES

MEDO is issuing this RFP for the purpose of hiring a Consultant to collaborate in the design, development, implementation and on-going maintenance of a stand-alone Economic Development Web site. The intent of MEDO is to hire a qualified Consultant to provide the following services:

- A. Work with MEDO staff to audit existing economic development content on the City's Web site (www.manchesterNH.gov) to determine its inclusion in the new Web site;
- B. Collect and review best practices associated with economic development Web sites and, in partnership with MEDO staff, determine which best practice functions to include in Manchester's economic development Web site;

- C. Develop a site layout with functional specifications for review by MEDO staff prior to publication. This preliminary site layout phase should include any technical specifications essential to the hosting capabilities of the entity responsible in the final contract for that function. Host contract or City's IT management will provide Consultant with specification requirements or limitations prior to design phase;
- D. Implement a reporting plan by which MEDO staff receive updates on Web activity, tracking information related to site visitors and leads and tracking of the site location on search engines;
- E. Develop the site in keeping with the new branding initiative (currently underway) and reflect the images, colors and look and feel of that brand identity;
- F. Develop the site for maximum navigation ability, including tools that will help users identify available land, property or buildings, understand codes, ordinances and other permitting processes and perhaps even incorporate the City's GIS system;
- G. Develop the site for the purpose of on-going marketing of business and commercial opportunities of specific sites and projects that would link to potential investor markets;
- H. Develop a recommended timeline, prioritized action plan and budget(s) to accomplish these activities;
- I. Attend any necessary meetings with elected officials in conjunction with MEDO staff;
- J. Work cooperatively with the City's IT staff as needed throughout the project;
- K. Outline recommendations for on-going site maintenance.

IV. SUBMITTAL

Please submit six copies of each, along with one original and a copy of the proposal on disc.

A. Technical Proposal

1. Briefly describe the firm's practice. Include the legal name of the Proposer and a statement as to whether or not it is a sole proprietorship, a partnership, a corporation or any other legal entity. A proposal by a corporation shall also give the state of incorporation and have a corporate seal affixed, identify the principal place of business and any local office including address and telephone numbers. Each proposal shall be signed by a person legally authorized to bind the Proposer to a contract.
2. Provide the resumes and an organizational chart for personnel who will be assigned to this project. Please include years of service with the firm, education, professional background, experience with similar projects, the percentage of time they will work on this account and their role in delivering client services to the City. If using

subcontractors for any portion of this work, provide resumes that detail their expertise, education and work with your firm on projects of a similar nature.

3. Please provide a 1 - 3 page summary of your approach to the creation of a stand-alone Web site for the City's economic development efforts. Describe the process your organization would use to incorporate input and gain consensus from the many interested parties MEDO serves, as well as a brief timetable for implementing the scope of services.
4. Please provide 1 - 3 case studies of similar work your organization has completed, preferably in the economic development area, and with cities of a similar size to or larger than Manchester. Describe the project and include details on your strategic approach, challenges and opportunities, execution, timetable for completion and budget parameters. If possible, include samples of your work.
5. Name at least three references with which the firm has worked on similar projects. References to include name, title, organization, project scope and timeframe and current contact information.
6. Please provide a copy of your firm's most recent audited financial statements, credit rating report and/or any other evidence of the firm's sound financial condition.
7. Identify any existing or potential conflicts of interest as well as your representation of parties or other relationships that would be of the nature disapproved by the City. Please provide a listing of all nonprofit related clients the Proposer has represented over the last three years.
8. Please identify any material litigation, disciplinary actions or penalties, and administrative proceedings currently affecting your firm or involving allegations of security law violations by the firm and the disposition of such litigation, actions, penalties or proceedings.
9. Any other information you feel would be relevant to the City.

B. Cost Proposal

Please present a not-to-exceed cost proposal that includes:

- A comprehensive estimate of costs for the Internet phase of the project;
- A comprehensive estimate of on-going maintenance costs;
- A comprehensive estimate of hosting costs;
- License application fees, if applicable;
- Site management costs for the training of designated MEDO staff on uploading or updating information necessary for the interactive components of the Web site;
- Any other applicable costs, including hardware or software components and Web application security.

Cost proposals should include an outcome standard to measure successful completion of the on-going site management portion of this contract and a proposed timeframe for services.

V. SELECTION CRITERIA

All responses are due on January 12, 2007. After reviewing all submissions, the selection team may request to meet with its top three candidates. The final selection will be made on or around February 1, 2007, with work commencing on or around February 12, 2006.

VI. CONDITIONS

- A. This RFP does not commit the City to contract with any Proposer.
- B. This RFP is not intended and should not be construed to commit MEDO to procure or to contract for any services.
- C. All costs incurred in connection with responding to this RFP will be borne by the Proposer.
- D. The City reserves the right to reject any and all proposals and any responses and to eliminate any and all Proposers responding to this RFP from further consideration.
- E. The City reserves the right, without prior notices, to supplement, amend, or otherwise modify this RFP or otherwise require additional information.
- F. The City reserves the right to limit the Scope of Services.
- G. All responses become the property of the City and will not be returned.
- H. All responses may be made available to the public.
- I. The City may request firms to send representatives for interviews at their own costs.
- J. The City reserves the right to confirm references.
- K. The laws of the State of New Hampshire will govern the contract that may ultimately result from this process.
- L. The City will require the selected firm to conform to all applicable local, state and federal laws, including without limitation, the State Equal Opportunity Program and Americans with Disabilities Act requirements.
- M. The successful consultant shall agree to indemnify and hold harmless the City from and against any and all claims whatsoever arising out of or occurring and occasioned directly or indirectly by its error or omission, negligence or fault. Prior to the City entering into a contract, the successful Consultant shall produce evidence satisfactory to the City of adequate liability insurance coverage in this regard, naming the City as additional insured

while consultant is performing duties under contract with the City. Consultant shall provide evidence of Workers Compensation insurance in the amounts required by New Hampshire Law. **Note:** See complete outline of indemnification and insurance requirements, included with this Request for Proposals as “ATTACHMENT A.”

- N. Negotiation if undertaken by the City, is intended to result in a contract, which is deemed by the City, in its sole discretion, to be in the City's best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement. Any and all such negotiations shall be binding upon the Consultant.
- O. The City reserves the right to terminate the contract upon ten (10) days written notice should the consultant fail substantially to perform in accordance with the Agreement. In addition, the City reserves the right to terminate the contract at any time or to reduce the Scope of Services in order to be consistent with the availability of funds. In the event of termination due to fault other than the Consultant's, the Consultant shall be paid his compensation for services performed to termination date.
- P. The original, six (6) copies and disc of your technical and cost proposals must be delivered by 3:00 P.M. EST on January 12, 2007. The technical proposals and cost proposals must be packaged separately and clearly marked. No faxed or emailed proposals will be considered. The sealed packages must be addressed to:

Kate Benway, Marketing and Retention Specialist
City of Manchester – Economic Development Office
One City Hall Plaza
Manchester, NH 03101

Proposals not received by 3:00 PM EST on January 12, 2007 shall be rejected.

The content of all Proposals submitted by interested Proposers shall be open to public inspection under New Hampshire's Right-to-Know-law, N.H. RSA 91-A. For this reason, it is important to separate all confidential and proprietary information from the Technical Proposal. All confidential information should be submitted separately in a sealed envelope that is clearly marked *CONFIDENTIAL*. Any such confidential information will be distributed to only those individuals involved in the review and evaluation of the proposals, unless a disclosure to other person is required under, NH RSA 91-A, or by order of a court or other government agency having appropriate jurisdiction. Designation of all confidential and proprietary information is the sole responsibility of the interested Company.

City reserves the unqualified right in its sole and absolute discretion to reject any and all proposals or parts thereof or to accept that proposal or those parts of any proposal which, in its sole and absolute judgment, will, under all circumstances, best serve the needs of the City. City also reserves the right to negotiate the fees for the qualified prospects after the proposals have been submitted. Since this is a request for proposal for professional services, the City is not required, based upon New Hampshire State Law, to necessarily select the low proposed fee.

VI. INQUIRIES

Please direct questions in advance to:

Kate Benway, Marketing and Retention Specialist
City of Manchester – Economic Development Office
One City Hall Plaza
Manchester, NH 03101
Email: kbenway@manchesternh.gov
603.624.6505

E-mail is the preferred method.

Please note that contacting any elected official regarding the RFP process may result in disqualification.

Certificate of Acknowledgement

The Candidate acknowledges and certifies under the penalties of perjury to the City that:

- (a) Neither the Proposer, nor any representative of, or agent for, the Proposer has given, offered or agreed to give any person or entity who is an agent, representative or consultant of, employed by, or an officer or elected or appointed official of, the City, any gift, contribution or offer of employment as an inducement for, or in connection with, the Proposal or any contract awarded pursuant to this request.
- (b) No fee, commission or compensation of any kind has been paid, either directly or indirectly, by or on behalf of the Proposer to any person or entity who is an agent, representative or consultant of, employed by, or an officer or elected or appointed official of, the City, in connection with the Proposal or any contract awarded pursuant to the RFP, and no agreement to make any such payment has been made or will be made by or on behalf of the Proposer.
- (c) No person or entity who is an agent, representative or consultant of, employed by, or an officer or elected or appointed official of, the City, has any direct or indirect ownership interest in the Proposer or any of its affiliates.
- (d) All information contained herein is true to the best of the Candidate’s knowledge.

After all proposals, formal interviews, presentations and screening have been completed the candidate offering the “best value” will be notified of the City’s intention to enter into a contract with them. In the event that a satisfactory agreement cannot be entered into with the candidate, the City reserves the right to enter a contract with an alternative candidate. The City also reserves the right to negotiate a contract with both proposers simultaneously and to enter a contract with any such proposers with whom it is negotiating. In the event that no candidate has proposed what the City deems to be an advantageous or acceptable proposal the City reserves the right to reject all proposals. If the City determines that only one candidate is fully qualified, or that one offer is clearly more highly qualified and suitable than any other under consideration, then a contract may be negotiated and awarded to that candidate without any further consideration of the other proposals.

The City expressly reserves the right to negotiate the terms of the actual contract to be entered into. The terms may vary from the submitted proposals and RFP (to include unsolicited alternates and in other ways if mutually agreed to by the City and the proposer(s) with whom the City is negotiating).

Signed under the penalties of perjury.

Signed and sealed in presence of:

Notary

Date

CONTRACTOR
(SEAL)

By: _____

Title: _____

ATTACHMENT A

INDEMNIFICATION AND INSURANCE REQUIREMENTS

In consideration of the utilization of Professional Web Design services by the City and other valuable consideration, the receipt of which is hereby acknowledged, Consultant agrees that all persons furnished by consultant shall be considered the Consultant's employees or agents and that Consultant shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law.

Consultant hereby agrees to protect, defend, indemnify and hold the City and its employees, agents officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgements, penalties, interests, court costs, legal fees and all other expenses including claims, liens, debts, personal injuries including Injuries sustained by employees of the City, death or damages to property, including property of the City and without limitation by enumeration, all other claims or demands of every character occurring or in anyway incident to, in connection with or arising directly or indirectly out of this Consultant Agreement. Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at the sole expense of the Consultant. Consultant also agrees to bear all other costs and expenses related thereto even if the claim or claims alleged are groundless, false or fraudulent. This provision shall be effective without regard to whether such injuries, deaths or damages are caused by or attributable in whole or in part to the negligence of the City, its employees, agents, officers or servants.

Consultant agrees to maintain in full force and effect:

- A. Comprehensive General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence and where applicable, in the aggregate combined single limit for bodily Injury and property damage liability; \$1,000,000 annual aggregate personal injury liability.
- B. Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage.
- C. Workers compensation insurance whether or not required by the NH Revised Statutes Annotated, 1955, as amended with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 for each accidental injury and with respect to bodily injury by disease, \$100,000 each employee and \$500,000 per policy year.
- D. Professional Liability insurance covering acts, errors or omissions committed in connection with or arising directly or indirectly out of the services being provided to the City. The

minimum limits of liability carried on such insurance shall be \$1,000,000 each claim and \$1,000,000 per policy year.

- E. Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of and at the sole risk of Consultant.
- F. Insurance companies utilized must be admitted to do business in NH or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better, in the current edition of "Best's Key Rating Guide."
- G. Consultant agrees to furnish certificates of the above mentioned insurance to the City within fourteen (14) days from the date of this agreement and with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall name the City as an additional insured and shall state that in the event of cancellation or material change, written notice shall be given to the City at least thirty (30) days in advance of such cancellation or change.
- H. The purchase of the insurance required or the furnishing of the aforesaid certificate, shall not be a satisfaction of Consultant's liability hereunder or in anyway modify the Consultant's indemnification responsibilities to the City.