

REQUEST FOR PROPOSALS

Web Design and Development Services



Solicitation No: 20008-16- Web Design and Development Services

Proposal Opening Date: August 31, 2016

Proposal Opening Time: 2:00 PM Local Time

**City of Baton Rouge/Parish of East Baton Rouge
Office of the Mayor-President
Division of Purchasing**

July 29, 2016

NOTE TO VENDORS:

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file

Submit to City-Parish:

- 1 printed, signed proposals marked "Original"
- 5 copies of original proposal marked "Copy"
- 1 redacted copy marked "redacted" (if necessary)
- 1 USB flash drive containing an electronic version of the original proposal

Important Notice:

Effective immediately upon release of this request for proposal (RFP), and until notice of contract award, all official communications from vendors regarding the requirements of this RFP shall be directed to:

City of Baton Rouge/Parish of East Baton Rouge

Attention: Patti J. Wallace

Purchasing Division

City Hall

222 Saint Louis St., 8th Floor, Room 826

or

P.O. Box 1471

Baton Rouge, LA 70802

Baton Rouge, LA 70821

E-Mail: purchasinginfo@brgov.com

Phone: (225) 389-3259 / Fax: (225) 389-4841

The Purchasing Director, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. Any other information of any kind from any other source shall not be considered official, and vendors relying on other information do so at their own risk.

Timeline Overview

Listed below are estimated dates and times of actions related to this request for proposal (RFP). In the event that it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

Milestone	Timeframe
RFP issuance	July 29, 2016
Non-mandatory pre-proposal conference	August 11, 2016
Deadline to submit questions	August 12, 2016
Deadline to release responses to questions	August 19, 2016
Deadline to submit proposal response	August 31, 2016 at 2:00 PM local time

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Section 1 - Introduction and Objective

1.1 Project Overview

The City of Baton Rouge, Parish of East Baton Rouge (City-Parish) is home to Louisiana's capital city and the largest parish in the state. Through its consolidated government structure, the City-Parish provides daily services to hundreds of thousands of residents throughout East Baton Rouge Parish while employing a local workforce of more than 4,000 across its dozens of agencies. The breadth and complexity of the programs and services provided by City-Parish agencies necessitates a proactive approach to citizen engagement rooted in digital innovation and leveraging technology wherever possible. This approach is evident in the progress realized over the past several years, a timeframe in which Baton Rouge has made its mark on the digital landscape when it comes to technology advancements in local government – progress that was highlighted by the Center for Digital Government in November 2015 when it named Baton Rouge to its 2015 Top 10 Digital Cities ranking for mid-sized cities across the nation.

While the City-Parish has implemented a number of digital strategies across various platforms that helped to achieve this progress and ranking, the reality is that the City-Parish's flagship website – BRGov.com – has not seen a major design or back-end development overhaul in more than ten years. In order to keep pace with these digital growth strategies, it is critical that this website be redesigned, redeveloped, and reoriented to meet the needs of today's citizenry – from the look and feel of the City-Parish's overarching web brand, and how various departments and agencies brands fit into this structure, to how web content is managed and how interactive tools such as forms and media can be leveraged to better engage citizens while providing them with the information they need in an easy-to-access and easy-to-understand manner.

As such, through this Request for Proposals (RFP), the City-Parish seeks a partner to support the design and development of a new central website that meets the technology and communication needs of all those served by the City-Parish and its various departments, agencies, and programs, built on a platform and with technology that will allow the City-Parish's website to adapt and grow to meet the communication needs of City-Parish programs and services for years to come.

A majority of City-Parish websites, including BRGov.com, are managed by the Department of Information Services with content support provided by the various departments or agencies that maintain an electronic web presence. The redesign of websites or webpages that are not currently a part of the BRGov.com navigation structure is not a requirement of this RFP; however, proposers may submit a proposed methodology and corresponding cost associated with implementing design standards that would extend to other websites managed by City-Parish agencies, as outlined within this RFP. Proposers are encouraged to be innovative with their approaches, leveraging new technologies where appropriate in a way that will allow departments to easily manage content with support provided by the Department of Information Services while providing streamlined points of access, information, and communication to site visitors.

1.2 Definitions

For the purposes of this RFP, the following definitions apply:

- **Shall** – The term “shall” denotes mandatory requirements.
- **Must** – The term “must” denotes mandatory requirements.
- **Required** – The term “required” denotes mandatory requirements.
- **May** – The term “may” denotes an advisory or permissible action.
- **Should** – The term “should” denotes desirable.
- **Contractor** – Any person having a contract with a governmental body.
- **Agency** – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.
- **Department** – Department for whom the solicitation is issued.
- **City-Parish** – City of Baton Rouge, Parish of East Baton Rouge.
- **Discussions** – For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- **Vendor or Proposer** – A firm, company, or organization submitting a proposal in response to this RFP.
- **CMS** – Content management system, which is required to be included within any proposal submitted in response to this RFP but left to the discretion of the Proposer as to which CMS will be most effective for the City-Parish to utilize based on the Proposer’s understanding of City-Parish administrative needs.
- **Central IT** – The Department of Information Services, which serves as the central IT support organization within City-Parish government and maintains oversight over all related City-Parish web and digital platforms.’
- **BRGov.com** – Represents the City-Parish homepage along with all departmental pages and content currently hosted on this site

1.3 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of a Proposer’s Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City-Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

The City-Parish reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, the Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the proposal. The City-Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

1.4 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to Purchasing.

1.5 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the City-Parish pursuant to the RFP.

1.6 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the City-Parish to do so.

Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

1.7 Ownership of Proposal

All materials (paper content only) submitted timely in response to this request become the property of the City-Parish. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by the City-Parish and not returned to proposers. Any copyrighted materials in the response are not transferred to the City-Parish.

1.8 Cost of Offer Preparation

The City-Parish is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City-Parish.

1.9 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

1.10 Taxes

Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Proposer's cost.

1.11 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the City-Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.12 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in its proposal whether or not it produces or provides them. The City-Parish shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.13 Corporation Requirements

Upon the award of the contract, if the contractor is a corporation and not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

1.14 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the prime contractor under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.15 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of successful Proposers to accept these obligations shall result in the rejection of the proposal.

1.16 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at (225) 389-3259 or e-mail to purchasinginfo@brgov.com to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results.

If the requesting vendor wishes to view other file documents, a public records request in accordance with R.S 44.1 et. seq. must be submitted.

1.17 Insurance Requirements

The Contractor shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City-Parish before work commences. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

1.18 Subcontractor Insurance

The Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

1.19 Indemnification

The Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

1.20 Payment for Services

Specific payment terms will be negotiated as part of the final contract. It is expected that certain payments will be made upon delivery of services with additional payments made based on specific project milestones. Vendor shall submit to the Client for his review a pay request in a form agreeable to the Client. The pay request shall be accompanied by such supporting documentation as required by the Client. Requests for payment shall be accompanied with appropriate lien waivers for the prior partial payments. The request for final payment shall be accompanied with final lien waivers from all subcontractors and material suppliers for the project.

1.21 Termination

1.21.1 Termination of this Agreement for Cause

The City-Parish may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the

Contractor shall give the City-Parish written notice specifying the City-Parish's failure and a reasonable opportunity for the City-Parish to cure the defect.

1.21.2 Termination of this Agreement for Convenience

The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.21.3 Termination for Lack of Appropriated Funds

Should the RFP result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFP contract services are funded by grant funds, the City-Parish shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

1.22 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

1.23 Audit of Records

The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable local, state and federal law. Records shall be made available during normal working hours for this purpose.

1.24 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years.

1.25 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the City-Parish, and shall, upon request, be returned by Contractor to City-Parish, at Contractor's expense, at termination or expiration of this contract.

1.26 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.27 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of Purchasing, Parish Attorney and Metro Council, where applicable.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.28 Substitution of Personnel

The City-Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the City-Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.29 Governing Law

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

1.30 Claims or Controversies

Any proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contact and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

1.31 Proposer's Certification of OMB A-133 Compliance

By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at www.sam.gov

Section 2 - Background

2.1 Overview

Situated in the southeastern part of central Louisiana, Baton Rouge is the state's capital and second largest city with an estimated population of 230,000, located within East Baton Rouge Parish – Louisiana’s largest parish with a population 445,000. The City and Parish are governed through a consolidated government, with a total budget of \$804.7 million and general fund budget of \$299.3 million. The City-Parish employs 4,400 full-time and provides public safety, fire, public works, finance, city court, library, zoning, planning, and administrative services, among others, with a total of 3,800 computer users.

2.2 Web Traffic Overview

From January 1, 2015 to December 31, 2015, BRGov.com received more than 1.3 million sessions and more than 4 million total page views, across approximately 750 individual pages. For more information on current BRGov.com web traffic, please visit the [Website Analytics dataset](#) located on the Open Data BR portal, which includes 2014-2016 web traffic statistics for the main City-Parish website, BRGov.com, with data provided by Google Analytics.

2.3 Website Overview

BRGov.com is currently powered by IIS5 with FrontPage extensions used heavily throughout the site. In addition to BRGov.com, the City-Parish is responsible for hosting, managing, and/or supporting a number of program- or function-specific websites that serve as official web channels for communication and information purposes. These sites include the following:

Program/Agency	URL	City-Parish Responsibility
Red Stick 311	http://311.brla.gov	Design, development, hosting, and content management
TramLinkBR	http://www.tramlinkbr.com/	Ensuring consistent brand standards with other City-Parish websites
Open Data BR	http://data.brla.gov	Content management through 3 rd party CMS and ensuring consistent brand standards with other City-Parish websites (design adjustments are limited due to platform restrictions)
eBRGIS	http://gis.brla.gov	Design, development, hosting, and content management
Red Stick Ready	http://www.redstickready.com	Design, development, hosting, and content management
City Key	http://www.brcitykey.com	Content management through 3 rd party CMS and ensuring consistent brand standards with other City-Parish websites (design adjustments are limited due to platform restrictions)

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BRProjects.com	http://www.brprojects.com	Design, development, hosting, and content management
Business with BR	http://www.businesswithbr.com	Design, development, hosting, and content management
Open Budget BR	http://budget.brla.gov	Content management through 3 rd party CMS/platform and ensuring consistent brand standards with other City-Parish websites (design adjustments are limited due to platform restrictions)
Project BRAVE	http://www.bravebr.com	Ensuring consistent brand standards with other City-Parish websites
Green Light Plan	http://greenlight.csrsonline.com	Ensuring consistent brand standards with other City-Parish websites

One of the primary design-related goals behind this website redesign effort is to establish a consistent brand for City-Parish assets across its various web channels. As such, any website maintained by the City-Parish should include a similar look and feel to that of the redesigned BRGov.com, and Proposers should account for the needs of any such brand extensions across these sites within their proposed scope and budget.

It should be noted that the City-Parish intends to convert from a .COM domain structure to a .GOV domain structure. As such, the new City-Parish homepage developed through this RFP and effort, as well as related pages or web assets hosted within it, will follow a BRLA.gov naming convention as opposed to the current BRGov.com naming convention.

In addition to its public-facing websites, the City-Parish also maintains an Intranet site used primarily to disseminate information to City-Parish employees. This site is also powered by IIS5 and FrontPage extensions.

2.4 Expected Scope of Solution

The primary scope of this RFP is for the redesign of the BRGov.com website and implementation of CMS capabilities. However, other websites outlined in Sec. 2.3 may be selected for redesign or brand extensions as a function of this RFP, contingent on the proposed solution and both the cost and scope associated with website redesign efforts beyond primary scope items and/or updating City-Parish branding components across other website assets.

As such, the following definitions should be considered relative to the list below:

- **Primary:** Components of the solution that MUST be responded to by Proposers in response to this RFP.
- **Secondary:** Components of the proposed solution that may be optionally proposed by Proposers but are not mandatory to include in the Proposer’s response.
- **Tertiary:** Components of the proposed solution that may be optionally proposed by Proposers but are not mandatory to include in the Proposer’s response and involve a lower priority than

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items defined as Primary and Secondary scope items. Please note that the City-Parish’s capabilities to implement substantive content management changes or design modifications to many of these Tertiary Scope Components and associated web assets are limited due to the involvement of 3rd party platforms. Unless otherwise noted that the City-Parish is directly responsible for content in Section 2.3 or MetroNet, Proposers should assume that any modifications to Tertiary Scope Components would be design modifications only that would help ensure a consistent brand presence across all City-Parish web assets or related platforms.

Primary Scope Components (Required)	Secondary Scope Components (Optional)	Tertiary Scope Components (Optional)
<ul style="list-style-type: none"> The redesign and restructuring of BRGov.com and implementation of CMS capabilities 	<ul style="list-style-type: none"> The redesign and restructuring of RedStickReady.com, the City-Parish’s official website for disaster response and emergency preparedness, including addition of CMS capabilities The redesign of eBRGIS, the City-Parish’s authoritative mapping portal for accessing all public-facing GIS data and map layers, including addition of CMS capabilities 	<ul style="list-style-type: none"> All other websites and related assets outlined in Sec. 2.3 MetroNet, the City-Parish’s intranet system (see below)

Based on the proposed solution, the City-Parish may opt to attach CMS capabilities for secondary and tertiary scope items. Vendors should provide a proposed scope and cost as to the level of effort required to integrate the Proposer’s CMS solution into each non-primary scope item.

As indicated above, the City-Parish maintains an intranet site for City-Parish employees known as MetroNet, which is primarily a static resource for employees to access purchasing and financial rules or processes for internal procedures, as well as human resources and employment-related PDF forms that support those processes. MetroNet also features links to internal applications such as the City-Parish imaging system. Any forms included on MetroNet are in PDF format only as the current Intranet site does not have the capabilities for interactive forms. While an update to the MetroNet network is not a primary nor secondary focus of this RFP, Proposers with experience in designing and deploying Intranet networks may propose such a solution as an option service for the City-Parish to consider. If an Intranet solution is proposed in response to this RFP, Proposers should clearly outline tasks and cost associated with the proposed solution as optional scope and cost line items for the City-Parish’s consideration.

Additionally, the City-Parish uses Esri’s ArcGIS Server and ArcGIS Online in the City-Parish GIS environment. While the majority of the City-Parish’s digital or web-based maps will be hosted on these platforms, there may be the need for a map to be embedded within a webpage on BRGov.com. For more information, please see the Traffic Map referenced in Section 2.4.2.

2.4.1 Hosting

It is important to note that the City-Parish is only considering a Vendor-hosted solution. It is mandatory for Proposers to provide hosting information and associated 3-year hosting costs as part of their RFP response.

2.4.2 Applications

Currently, the City-Parish manages several Classic ASP pages on BRGov.com that are tied to back-end Oracle or MS SQL databases. These pages may only display information or they may submit information into a back end database. A methodology must be described to address how these pages will be maintained within or in conjunction with the proposed solution. Below are links and explanations of just a few of the existing ASP pages

- The Finance [Contact Us](#) page allows the public to submit a form that is emailed to Finance Department staff (it should be noted that this process is simply a part of the current state web environment and may not be carried over to the future state, such as using email links in lieu of generic contact forms).
- [Job Openings](#) are posted to the BRGov.com website. City-Parish recruiting personnel maintain a list of open jobs in a custom written back-end database. ASP pages are used to display the list and descriptions of open jobs. The Job Openings, as well as other data sources, are also built as [RSS](#) feeds. ASP pages are used to pull the data from back-end databases and create the necessary RSS structure.
- Traffic Incidents are provided real-time on the BRGov.com website. These can be found on the home page as well as the [Traffic Incident Listing](#) page. Additionally, a [Traffic Map](#) showing the incidents along with traffic flow is also available on the site.
- The Council Administrator's Office utilizes a back-end database to manage the [Boards and Commissions](#) application and listing of members, which sorts relevant boards and commissions by board name and upcoming vacancies and whereby [applications](#) feed into the back-end database. Applications are processed accordingly and any changes to the internal data is immediately seen on the ASP pages.
- The City-Parish has a strong commitment to emergency preparedness and related response efforts. During an emergency event (hurricane, chemical spill, etc.) the BRGov.com [Emergency](#) page provides the public with real-time details regarding the event (see Images 1 and 2 below for test scenario examples). This page is managed by two systems. An ASP application allows staff to activate the emergency page and enter in information regarding the event. When the Emergency page is activated, an image with a link to the Emergency page is displayed on the BRGov.com and RedStickReady.com home pages. The City-Parish uses Intermedix's WebEOC to manage emergency events from within the Emergency Operations Center. Staff at the City-Parish [Emergency Operations Center](#) will use WebEOC to track road, school and office closures, as well as sand bag and shelter locations. This Emergency page pulls data from both systems in order to provide comprehensive information to the public and the same information is also pulled into our Red Stick Ready mobile app. This process must be accommodated as part of the scope of this RFP and in any future state web environment.

Image 1: Example of public-facing Emergency Information page during emergency situation

[Mobile Version](#)

[MOHSEP Home Page](#)

[Road Closures](#)

[Sand and Sandbags](#)

[Shelters](#)

[Government Closures](#)

[School Closures](#)

[Service Cancellations](#)

[Helpful Links](#)

[Helpful Phone Numbers](#)

Email [Public Information](#) for questions on the City Parish Government.

Email the [Webmaster](#) to submit problems, suggestions or comments about this web site.

Emergency Information

TEST EMERGENCY --- TEST EMERGENCY

We are currently conducting a test. There are no current emergencies. All information below is part of this test.

This is a test

Residents in Broadmoor area should shelter in place.

This is a test

Road Closures

302 Main Street
3442 Harding Boulevard
492 East Hickory

Sand and Sandbags

Facility Name	Address	Sand	Sandbags
Baker Fire Department	3701 Groom Road	No	Yes
East Side Fire Station	15094 Old Hammond Highway	Yes	No
Harding Fire Station	3713 Harding Boulevard	Yes	Yes

Shelters

Facility Name	Address
Shelter	1458 Main Street

Government Closures

Office Name	Reopen Date
Clerk of Court	03/05/2016

School Closures

School Name	Reopen Date
ALL EBR PUBLIC SCHOOLS	03/11/2016

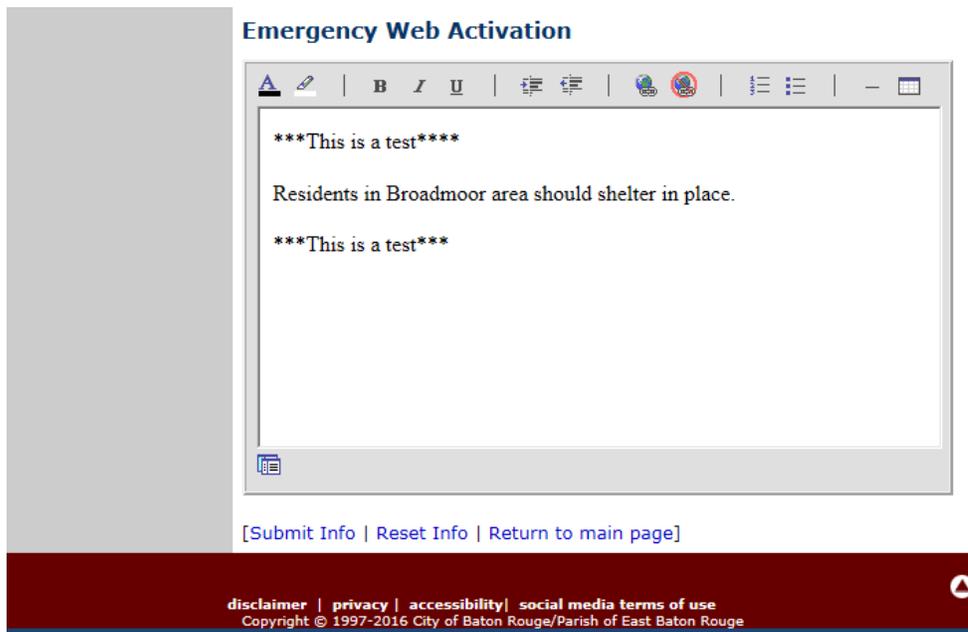
Service Cancellations

Service Name	Reopen Date
Trash	03/05/2016

Helpful Links to Emergency Information

[American Red Cross](#)
[FEMA](#)
[Flight Information at Baton Rouge](#)
[Governor's Office of Homeland Security & Emergency Preparedness](#)
[Hotel Availability Information](#)
[Louisiana Department of Transportation and Development](#)

Image 2: Example of how content is managed on Emergency Information page during emergency situation



No other web applications will require a redesign or specific modules to replace existing applications, although any solutions or modules proposed to create a more efficient, effective, and engaging web presence will be considered. In the interim, IFrames can be utilized to accommodate existing applications such as the [City-Parish’s traffic ticket payment application](#), which is currently integrated within the existing City Court system.

Section 3 - Scope of Services

The following subsections describe the various design and development, content management, and related services desired as part of this procurement.

3.1 Web Design and Development Services

Through this redesign effort, the City-Parish seeks to replace its dated web design and inefficient content update capabilities with a professional and modern design; a site structure organized around effective citizen service; and robust content management capabilities that allow various levels of City-Parish users to make updates to portions of BRGov.com as necessary and authorized by web administrators. The CMS solution is particularly critical to this effort, as the current process for making web content updates is extremely cumbersome, inefficient, and overly reliant on Central IT support. Instead, the City-Parish desires a solution that streamlines the processes associated with managing, updating, and maintaining web content (and, if desired, intranet content) while providing the City-Parish with the capability to extend the chosen solution to future sites or sub-domains.

Proposers should consider the following core requirements of this redesign effort when preparing a scope of work responsive to the needs of this RFP:

1. Provide an easy-to-use CMS solution that allows for an unlimited amount of users with varying levels of administrative access and content management capabilities
2. Develop a professional, modern web design and interior page templates that focus on providing high-demand information and access to citizens, businesses, and other audiences as efficiently and intuitively as possible, creating a high-functioning user experience
3. Create brand standards for the City-Parish that can be used in both a web and non-web environment to represent a consistent look and feel for City-Parish departments, programs, agencies and operations
4. Establish standards or guidelines for future special projects or programs that may require a dedicated web presence external to the BRGov.com environment due to the unique content or information needs of the project or program (e.g., the [Green Light Plan](#))
5. Utilize core elements of City-Parish brand to inform base design to create a consistent look and feel across web assets while providing flexibility to support the unique needs of each department, program, or agency
6. Provide departmental staff with the tools and training to create and maintain pages that meet departmental needs while remaining consistent with enterprise-level design requirements
7. Establish content publishing and approval workflows within CMS solution based on general City-Parish or department-specific needs
8. At a minimum, comply with Section 508 Accessibility Program and/or related ADA standards in any websites or content developed
9. Implement robust site search capabilities that prioritize and allow for sorting criteria such as placing the most relevant or recent content at the top of search results
10. Develop a site structure and related navigation approach focused on connecting users with high-demand content, information, and resources in an efficient and intuitive manner
11. Develop a responsive web design that places a strong emphasis on mobile and tablet users, along with content that mobile or tablet users are most likely to interact with when visiting the

- site, supporting all major operating systems and current versions of commonly used browsers (at a minimum, sites should accommodate Internet Explorer, Chrome, Firefox, and Safari)
12. Provide a forms management module within the recommended CMS solution that allows departments to easily create forms or surveys; forms data should be accessible within the CMS, exportable to a non-CMS database environment, and tie into a file management module within the recommended CMS
 13. Provide a file management module for easy management of files uploaded to the CMS and/or attachments received via forms or surveys, as well as publishing of files such as archived meeting minutes, meeting agendas, or annual plans
 14. Provide support for content-based subscription capabilities, such as Rich Site Summary (RSS), including providing users with the option to sign up for automated e-notifications ranging from newsletters and mailing lists to emergency updates
 15. Maintain strong integration with City-Parish social media channels and assets, including but not limited to Facebook, Twitter, YouTube, Instagram, and more (note: in addition to [primary City-Parish social media channels](#), some departments maintain [their own social media channels](#), and any approaches to design or site structure must take into account the City-Parish's desire to feature such content to website users)
 16. Provide for easy placement and management of multimedia, such as photo galleries and embedded videos, across all site pages
 17. Implement or allow for integration with a robust web analytics solution, such as Google Analytics, to accommodate easy tracking of visitor traffic and site optimization based on site analytics and provide training to key City-Parish administrator users on how to use the recommended analytics solution (note: Proposers should include in their scope one web-based training class or session and a brief user manual on how best to utilize the recommended analytics solution)
 18. Develop up to 10 report templates within recommended analytics solution for City-Parish administrators to easily reference and utilize for user behavior and site analysis
 19. Provide the ability to manage current news and events on the BRGov.com homepage, including but not limited to press releases and news updates, as well as manage department-specific news and events for those departments that require such capabilities (e.g., [the Baton Rouge Police Department](#))
 20. Provide a press release management module, system, or approach to utilize CMS for issuing media advisories and managing media contact lists; this module, system, or approach should include a workflow that accounts for integration within any current news and events section of the BRGov.com website, in that when press releases or media advisories are released, they are added to a newsroom module or defined section of BRGov.com
 21. Design generic template or templates that can be utilized for newsletters, e-blasts, notifications, or press releases generated from the CMS and sent to a distribution list
 22. Provide a robust calendar module that allows for a master City-Parish calendar and department-level sub-calendars, with sharing capabilities that support department-level events or calendar items to populate within the master City-Parish calendar and vice versa; any calendar module must include support for public or committee meetings, such as those advertised through the [current City-Parish calendar application](#) (note: the City-Parish is in the process of implementing an agenda management system, and the successful Proposer may interface with the Vendor

- developing this system to ensure appropriate integration of agenda management approaches with public calendar and notices used on City-Parish websites)
23. Incorporate the capability for users to download calendar events to popular calendar management software or their devices via iCal, Google Calendar, and Outlook
 24. Accommodate the City-Parish's [video streaming application](#), used for both live and archived streaming of meetings or events such as Metro Council meetings, via IFrames or related approach
 25. Establish approach for redirecting users from old URLs to new URLs for pages that have been migrated to a new site structure or naming convention (e.g., <http://www.brgov.com/dept/hr> to <http://www.brla.gov/hr>)
 26. Provide a solution that accounts for or accommodates incoming data via XML files (e.g., [Traffic Incidents](#))
 27. Provide a solution that accounts for or accommodates pages that rely on database queries, such as Oracle or Microsoft SQL databases (e.g., [Job Postings](#), [Road Closures](#), and [Crime Statistics](#))
 28. Provide security solutions or measures to prevent security breaches, including secure management of data collected and stored within the CMS, along with detailed audit trails to support investigations of potential breaches or misuse of data stored within the proposed CMS solution
 29. Provide a solution or approach that accommodates the City-Parish need to utilize a dedicated Emergency page and related homepage alerts in emergency situations as outlined in Section 2.4.2 (Note: the Intermedix WebEOC system utilized to manage emergency events from within the Emergency Operations Center does have an API included within it, although the City-Parish does not currently utilize it – Proposers may opt to leverage these API capabilities or not when addressing this required scope item)
 30. Conduct detailed user acceptance/quality assurance testing prior to the launch of any new websites or digital products to eliminate any bugs or issues associated with technologies, applications, or content functioning in a go-live environment

While the above are considered to be core requirements of this redesign effort, the City-Parish welcomes any innovative content management modules, web applications, design approaches, or other measures that would achieve the City-Parish's overarching goal of growing citizen engagement through a more streamlined, visually appealing, and easy-to-manage web presence.

3.2 Content Management System

One of the most integral components of this website redesign effort is the City-Parish's desire for a robust CMS solution that allows for efficient back-end management of website pages, files, and content in a way that allows departments to take a more active role in maintaining their web presence, thus re-positioning Central IT into a management and support role as opposed to a day-to-day content management role.

Any proposed CMS solution must allow for template creation, various security and content approval levels, versioning, and content scheduling, and should incorporate a WYSIWYG content editor that doesn't require users to possess knowledge of HTML, CSS, or other coding languages. The solution must allow for the implementation of various content approval workflows, including a generic approval workflow as well as approval workflows specific to each department. These workflows may involve

scenarios such as a department making updates and the content automatically posting to the site, or a department making updates and IS reviews and approves before content is posted. Some users may require access to update multiple pages or sections of the site, and as such workflows may not be specific to just a single department.

The City-Parish recognizes that there are a number of CMS solutions in the marketplace – both open-source and proprietary – that may accomplish these goals, and thus Proposers are encouraged to emphasize ways in which their proposed CMS solution achieves the City-Parish’s goals for this effort while meeting the requirements outlined in Section 3.1. However, at a minimum, any proposed CMS solution must take into account the required modules and capabilities outlined in Section 3.1.

As it relates to user creation and management, it is preferred, but not required, that Proposers provide the City-Parish with the ability to control access to select site pages or manage administrative access levels via user ID and password through AD/LDAP integration.

Proposers should also highlight any recommendations for additional capabilities or modules that while not specifically requested within this RFP may provide added value for citizen engagement or information sharing purposes, as well as for back-end content management needs.

3.3 Related Services

3.3.1 Training

Proposers are required to account for training needs of both City-Parish web administrators and individual City-Parish users as it relates to becoming familiar with how to use the recommended CMS solution and its various modules. It is anticipated that there will be two individuals from each City-Parish department who will require CMS credentials and thus training, as well as 5-10 individuals from Central IT. Any training plans along with user set-up processes must take this full user base into account as proposals are developed.

The City-Parish anticipates these training needs can be met in the form of the following approach to user training:

- One (1) detailed, in-person CMS training session for Central IT administrative users, which will be closed enrollment for only users as designated by Central IT
- Two (2) in-person, classroom CMS training sessions for general City-Parish users, which will be advertised as open enrollment sessions
- One (1) webinar training session, which will be advertised as open enrollment training; this webinar should be recorded, coordinated with City-Parish Human Resources, and provided to the City-Parish so that content can be repurposed for additional City-Parish audiences as necessary

It is expected that all in-person training sessions will be conducted at a City-Parish facility such as the IS or Human Resources training rooms, which both offer teacher stations and 12 and 10 computers, respectively. Proposers must include Human Resources representatives in these training sessions, as it is expected the City-Parish Training Division will provide CMS training to future users or employees.

However, additional training sessions may be requested by the City-Parish based on demonstrated need, and as such Proposers should provide a scope and cost line item for any additional sessions the City-Parish may require beyond these expected needs.

3.3.2 Hosting

The City-Parish desires a hosted solution for any redesigned or new websites, as well as web assets, resulting through this RFP. As such, Proposers are responsible for providing a three-year cost estimate associated with ongoing maintenance and web hosting services.

3.3.3 Support

While Central IT provides 24/7 technical resources capable of troubleshooting minor issues or supporting basic functionality needs, Proposers should account for basic support services to be provided when issues arise or support is required on the part of City-Parish users. This support should be accounted for in Proposer cost proposals via an allocation of time, hours, or technical resources. Proposers should demonstrate capabilities of providing telephone or e-mail support within a 4-hour response timeframe from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and on-site support if necessary during the same timeframe within an 8-hour response timeframe. Proposers should also demonstrate capabilities to provide emergency telephone or e-mail support during weekends and holidays, if necessary, within a 4-hour response timeframe.

Proposers are responsible for ensuring appropriate staffing during any user acceptance or beta testing period of site components, as required by tasks outlined within Section 3.1 and related services, and providing onsite staffing resources for key personal – including the lead project manager – for regular project management meetings or project team check-ins throughout the duration of the effort.

3.4 Project Management

Proposers will be responsible for applying project management methodologies in the areas of project planning, resource management, project monitoring, production control, user acceptance testing/quality assurance, test planning and execution, training planning, change management – including working with users and/or departments accustomed to working with the current web environment and related capabilities – and post-launch support and documentation. Proposers should present a comprehensive project plan showing time and resources required to accomplish tasks.

The City-Parish expects Proposers to provide project management resources leading to the successful design, development, and launch of a new City-Parish website, along with the necessary support resources for ongoing maintenance of the site and related web assets. The Proposer's Project Manager, along with the City-Parish's Project Manager, will be responsible for coordinating the following:

- Project plan development and implementation, project status reporting
- Subcontractor work
- Requested system changes and modifications to the project plan
- All technical, educational, documentation and support services

During the course of the project, the Proposer's Project Manager will:

- Attend regular status meetings
- Submit monthly status reports, covering such items as:
 - Progress of work being performed
 - Milestones attained
 - Resources expended
 - Problems encountered
 - Corrective action taken
 - Status of issues
- Participate in regularly scheduled project status conference calls or other project meetings as necessary

3.5 Testing

The development and launch process for any new web assets – specifically, new or redesigned websites or web applications with newly-introduced CMS capabilities – must include adequate provisions for functional, performance and reliability testing. Proposers should include a testing approach and plan that will ensure the chosen solution delivers the expected results once a go-live point is reached. Satisfactory completion of a mutually agreed-upon user acceptance/quality assurance for each website being launched is required. This test should include a confirmation of each functional requirement identified in Section 3.1 of this RFP, in addition to required performance and reliability acceptance procedures that the City-Parish may require. The Proposer will be expected to demonstrate all contracted functionality, with the City-Parish Project Manager providing written authorization for the related website(s) to reach go-live status based on documented testing results.

3.6 Support and Maintenance

The City-Parish expects that a three (3) year content, design, and development maintenance and support agreement will be offered. Proposers should account for these ongoing needs in their both technical and cost proposals.

3.7 Account Manager

The Proposer should provide the City-Parish with an Account Manager who will be the single point of contact throughout the Proposer's relationship with the City-Parish. The City-Parish reserves the right to request a change in the Account Manager if it feels the relationship is not progressing in a manner that supports the goals and requirements of the project.

3.8 Optional Services

3.8.1 Content Migration

While the City-Parish may opt to migrate some or all content from the existing BRGov.com website, along with any other secondary or tertiary sites receiving design modifications or CMS solutions as part of this scope, to the new City-Parish website, Proposers may submit a scope and cost associated with coordinating page-by-page content migration from pages on the existing BRGov.com website and related web assets to the appropriate page located within the chosen CMS solution. For the purposes of budgeting scope associated with such content migration, Proposers should propose a per-page content migration fee, inclusive of all hourly rates and labor associated with migrating content from the existing BRGov.com platform to the chosen CMS solution.

3.8.2 Forms Migration

Currently, a majority of City-Parish forms – both internal and external – are only available in PDF format, which requires users to print out and submit to the appropriate party either as a scanned or faxed document, or by mail or in-person delivery. Proposers may propose a solution to convert any such PDF forms to interactive, web-based forms integrated into back-end databases. If a Proposer opts to include this as a proposed scope component, Proposers should propose a per-page forms migration fee, inclusive of all hourly rates and labor associated with migrating forms content from an existing PDF document, creating a new web-based form to reflect the content from the current form, and linking content submitted through the new web-based form to a recipient, group of recipients, and/or a specific back-end database.

3.8.3 E-Commerce

Through the advancements that are currently taking place in the global e-commerce market, the City-Parish recognizes the potential for streamlining various transactions or fee-based services provided to citizens in a web- or app-based environment, and is thus interested in any solutions that may involve such an e-commerce module or approach to be integrated on an as-needed basis within the City-Parish's future state web environment. This is not a required scope component, though, and Proposers may include high-level information associated with their preferred e-commerce solution along with set-up and typical transactional fees of a fully implemented solution.

Section 4 - Evaluation Proposal Response Format

4.1 Submission and Evaluation Overview

The following is an overview of the proposal submission and evaluation process.

4.1.1 General Proposal Response Instructions

To facilitate the analysis of responses to this RFP, Proposers are required to prepare their proposals in accordance with the instructions outlined in this section. Proposers must respond in full to all RFP sections and follow the RFP format in their response. Failure to follow these instructions may result in rejection of the proposal. For each section within RFP Section 4.2. below, the vendor shall structure their responses to be consistent with the same numerical convention.

Proposals shall be prepared to satisfy the requirements of the RFP. **EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.**

Proposers’ responses should demonstrate an in-depth understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the vendor’s ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

4.1.2 Proposal Response Instructions

The City-Parish expects the proposal to be divided into nine (9) clearly marked and identified sections. The objective of the prescribed format is to facilitate the review of all proposals. Failure to complete and furnish all information requested in the specified format may result in the rejection of the proposal. The City-Parish realizes that proposals may contain the same information in different sections. When information is requested multiple times, please copy the information into each pertinent section so that the Evaluation Committee can evaluate each section individually.

The following table describes each section. Proposers should label each section as described in the table and provide a table of contents that includes page number references. The paragraphs following the table explain the detail requested for each section.

Proposal Format Overview	
Proposal Section	Description
1	Executive Summary
2	Company Background and Experience
3	Proposed CMS Solution
4	Core Requirements
5	Optional Solutions
6	Implementation Approach
7	Staffing
8	Contract Provisions
9	Cost Proposal

4.1.3 Purchasing Website

The Purchasing Department has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <https://www.cfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>. All addenda and bid documents will be posted to this website. It is the responsibility of the Proposer to monitor this website to ensure receipt of all documents.

4.1.4 Number of Proposals

Each Proposer shall submit one (1) signed original response. Five (5) additional copies of the proposal should be provided, as well as one (1) electronic copy via compact disk or flash drive, as well as one (1) redacted copy, if applicable.

4.1.5 Proposal Due-Date and Location

Proposals must be submitted no later than August 31, 2016 at 2:00 PM local time. Proposals may be delivered by hand or courier service to our physical location at:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
222 Saint Louis Street, 8th Floor, Room 826
Baton Rouge, LA 70802

Or mailed to:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
P.O. Box 1471,
Baton Rouge, LA 70821

All proposals and accompanying documentation will be become property of the City-Parish and will not be returned. Proposers assume full responsibility to ensure proposals arrive before this deadline and accepts all risks of later delivery of mailed proposals regardless of fault. The City-Parish assumes no responsibility for delays caused by any delivery service.

4.1.6 Pre-Proposal Conference

A non-mandatory pre-proposal Conference is scheduled for August 11, 2016 from 9:00 AM to 10:30 AM local time at:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
222 Saint Louis Street, 8th Floor, Room 826
Baton Rouge, LA 70802

Proposers may also join the pre-proposal conference by conference phone by dialing 888-251-2909, Access Code: 7780899.

While the Pre-Proposal Conference is not mandatory, Proposers are highly encouraged to attend. The City-Parish shall have key personnel in attendance to answer questions and discuss issues that may arise. Proposers are expected to raise any questions or issues they have concerning the RFP document at this point in the process. In order for questions to be answered at the Conference, they shall be submitted via email to purchasinginfo@brgov.com by 2:00 PM local time on August 5, 2016. Questions not submitted in advance may be asked at the Conference, but may or may not be answered at the Conference.

The City-Parish intends to publish questions or issues raised during the Q&A portion of the timeline, including those from the Conference, as well as post written clarifications or addenda deemed necessary by the City-Parish to the Purchasing Website and emailed to all Conference attendees. It is the obligation and responsibility of the Proposers to learn of any addenda, responses or notices issued by the City-Parish as a result of the Conference.

Proposers shall note that only the City-Parish's written answers provided after the Conference will be binding. These answers shall represent the City-Parish's official position and will supersede any previous oral statements made during the Conference or at any time by City-Parish personnel.

4.1.7 Questions and Clarifications Regarding the RFP

Any explanation desired by a Proposer regarding the meaning or interpretation of the Request for Proposals must be submitted in writing to the RFP coordinator at purchasinginfo@brgov.com. The deadline for all questions and requests for clarifications or interpretations is 2:00 PM local time on August 11, 2016. The City-Parish is not obligated to respond to questions or requests for clarifications or interpretations not received by the stated deadline.

If the City-Parish determines that clarifications, supplemental instructions, or changes to this RFP are necessary, it will issue an official written addendum that will become part of this RFP and be included as part of the Contract. Oral explanations or instructions given before the award of the Contract shall not be binding.

Questions (and answers) that warrant an addendum will be posted on the Purchasing Website. It is the obligation and responsibility of the Proposer to learn of any addenda, responses or notices issued by the City-Parish and posted on the Procurement Website. Proposers shall not be allowed to take advantage of any errors or omissions found in this RFP. Full instructions will be given if such error or omission is discovered and called to the attention of the City-Parish point of contact in a timely manner.

4.1.8 Scoring and Evaluation Factors

The evaluation factors reflect the totality of considerations represented in the requested proposal response. While cost is important, other factors are also significant and the City-Parish may not select the lowest Cost Proposal. The objective is to choose the proposal that offers the highest quality services and will achieve the project's goals and objectives for a fair and reasonable cost.

The City-Parish intends to follow a three (3) phased evaluation plan as described in the following paragraphs. Please note, however, that the City-Parish receives the right to bypass any phases or portions thereof if it is deemed to be in the best interests of the City-Parish.

Phase 1: Initial Review of Proposals

Upon receipt, the City-Parish will perform an initial review to determine which proposals merit further consideration based on the completeness and professionalism of the proposal, vendor background and experience, relative functionality provided by the proposed system, and cost.

Phase 2: Proposals Considered for Further Evaluation

Proposals that merit further consideration will be evaluated based on the criteria listed below, which correspond to information requested in various sections of the proposal:

- Relevant Experience and Demonstrated Capabilities (20%): Refers to the relevant experience of and capabilities demonstrated by the Proposer to meet the functionality desired by the City-Parish within this RFP, amongst other factors
- Approach to Meeting Requirements (70%): Refers to the quality, clarity, professionalism and responsiveness of proposal, including proposed CMS solution, design and development approach, and how the Proposer intends to meet core requirements outlined within this RFP
- Project Management, Training and Support (10%): Refers to the Proposer's project management approach, including the approach to testing, implementation, support, and training, amongst other factors

Phase 3: Presentations, Interviews and/or Additional Information Review

After the Phase 2 evaluation, the Evaluation Committee will determine which parties to invite to make a formal presentation to the Evaluation Committee. The City-Parish may:

- Contact officials from other jurisdictions regarding the proposing party, its prior work experience and its ability to successfully complete the scope of services.
- Request clarification or additional information from Proposers in order to assist in the evaluation process.
- Require changes in the scope of services and/or best and final offers (BAFO) as deemed necessary by the City-Parish, before Contract execution.

Following Phase 3, the Evaluation Committee will formulate its recommendation for Notice of Intent to Award based on the totality of information provided in the RFP response and subsequent presentations and/or interviews. Prior to Final Selection, the Evaluation Team will evaluate the finalists' cost proposals and/or BAFO (**20%, which refers to the total amount of the Proposer's Cost Proposal**). The Evaluation Team may also choose to formally score formal presentations should it be deemed necessary.

The proposer with the lowest cost will be awarded maximum allocated points assigned Financial. Other proposers will receive cost points in accordance with the following $CC = (LPC/PC \text{ divided by } MAP)$. $CC =$ computed cost, $LPC =$ lowest proposed cost, $PC =$ proposer's cost and $MAP =$ maximum allocated points

4.1.9 Proposal Evaluation Overview

Proposals will be evaluated by an Evaluation Committee. The Evaluation Committee will consider the completeness of a Proposal and how well the Proposal meets the needs of the City-Parish. Evaluations will be based on criteria as outlined in the following subsections.

4.1.10 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and the City-Parish Metropolitan Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

Purchasing shall notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report shall be made available to all interested parties after the Intent to Award letter has been issued.

4.1.11 Contract Award and Execution

The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. The RFP, any addendums, and the proposal of the selected Contractor will become part of any contract initiated by the City-Parish.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. At a minimum, proposers must address the specific, required language in Section 3 and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the City-Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

4.2 Functional Proposal

Proposal Section 1: Executive Summary

In a cover letter format not to exceed three (3) pages, provide a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the City-Parish. This letter should provide highlights as to the nature of the proposed solution, the primary ways in which it addresses the City-Parish's goals through this RFP, and unique elements of the proposal that differentiate it from that of other Proposers.

Additionally, the letter should also do the following:

- Identify the legal entity name of the submitting Proposer, along with that of any subcontractors;
- Identify the name, address, telephone number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period; and

- Provide a key of all acronyms used within the Proposal.

By signing the letter and/or the proposal, the Vendor certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:

- A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
- An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- An individual authorized via documents indicating authority which are acceptable to the City-Parish.

Proposal Section 2: Company Background and Experience

Proposers must provide information about their company’s background, key business lines, and experience related to designing and maintaining websites. In particular, Proposers should highlight unique aspects of the Proposer’s solution and list 3-to-5 examples of recent web design projects that best demonstrate the Proposer’s capabilities and/or innovation design, functional, technical, or organizational approaches previously utilized for websites or related web products. Proposers should also describe experience working with government or public sector agencies, including all facets of web design or technology planning such as design, development, hosting, and support. If an Intranet solution is proposed, Proposers should describe experiences with the design and deployment of such a solution, particularly in a municipal or public sector environment.

For each subcontractor, if proposed, Proposers must private similar company background information along with brief examples of web design or technology projects in which the subcontractor has been involved. If a subcontractor is proposed, provide a history on previous work completed together by the Proposer and subcontractor, along with the agency/organization, project timeframe, and responsibilities of each party.

Each contractor and subcontractor, if proposed, must include ownership information in this section along with a company organizational chart. Additionally, each contractor and subcontractor, if proposed, must include 3 client references with contact information (name, title, phone number and e-mail address). The City-Parish reserves the right to contact any clients or contacts listed within this section, including those not named specifically as a client reference, to inquire about a Proposer’s capabilities and client experiences with the contractor or subcontractor’s work product.

Proposal Section 3: Proposed CMS Solution

The City-Parish desires a CMS solution that meets web content management needs for both the present and near-term future. Whether proprietary or open source, Proposers should:

- Provide a comprehensive explanation about the capabilities of their proposed CMS solution
- Provide an overview of the various CMS modules or components proposed in response to the requirements outlined within this RFP
- Explain how the proposed CMS solution can be adapted or scaled to be consistent with web standards in the future, along with other City-Parish websites or web assets that may require CMS capabilities now or in the future

- The specific ways in which this solution meets the needs of the requirements of this RFP

If the proposed CMS solution requires annual licensing, maintenance, or upgrade fees, any such costs should be outlined within the Cost Proposal section.

Proposers should utilize this section to fully describe the capabilities of their proposed CMS solution in order for the Evaluation Committee to develop a comprehensive understanding of related features, functions, and components. It is preferred but not required that the proposed CMS solution must allow for integration with the City-Parish's Active Directory/LDAP system to authenticate and establish new administrative users. However, the CMS solution must allow for custom content approval workflows based on the individual needs of departments as it relates to content development and management and the extent Central IT may need to be involved to support day-to-day content management.

Proposal Section 4: Core Requirements

In this section, Proposers should specifically identify how their proposed solution will meet or exceed the requirements outlined within Section 3.1 of this RFP, particularly as it relates to Primary scope items in Section 2.4. These requirements are considered to be core to this RFP and scope, and as such any proposals submitted must fully address in a comprehensive manner, with each proposed scope item clearly addressed and discussed within the proposal.

Proposers should also consider the services outlined within Section 3.3 to be part of the core requirements of this RFP – specifically, Section 3.3.1 (Training), Section 3.3.2 (Hosting), and Section 3.3.3 (Support) – and this section should be used to present Proposers' approaches to each of these additional services.

Proposers should present a comprehensive overview of their hosting solution, including key performance criteria to minimize downtime and service interruptions, particularly when conducting site maintenance, and maximize compatibility across industry-leading operating systems and web browsers. Any hosting of City-Parish websites or assets must be done so in data centers located within the U.S. Proposers should provide a detailed overview of the methodology they plan to utilize for the purposes of site back-ups, including frequency of back-ups and process for restoring from back-ups.

For support purposes, Proposers should identify the level of support that will be provided to the City-Parish (telephone, web-based, and/or on-site), along with availability of support staff during both weekday and weekend/holiday timeframes.

Proposal Section 5: Optional Solutions

This RFP contains elements noted in as mandatory requirements for Primary scope items. Any such items must be addressed in proposals as part of Proposers' Proposal Section 4: Core Requirements.

Proposers may also opt to propose optional solutions to accommodate scope items noted in Section 2.4 as Secondary or Tertiary, which must be addressed and outlined within this section. Additionally, Proposers may use this section of their proposal response to identify additional CMS modules being proposed not specifically outlined within Section 3.1; additional scope items highlighted in Section 3.3; and/or other design- or web-related solutions that Proposers believe to be relevant and necessary to achieve the City-Parish's goals for this effort.

Any additional solutions proposed within this section must be clearly identified within Proposal Section 10: Cost Proposal as “**OPTIONAL**” with corresponding cost information.

Proposal Section 6: Implementation Approach

Proposers should utilize this section to outline an approach to implementation and project management throughout the life of the Proposer’s engagement with the City-Parish, addressing at a minimum the following components of project management:

- Project communications
- Schedule management
- Issue management
- Scope management
- Risk management
- Change management
- Quality assurance

As it relates to quality assurance and testing, the volume of web traffic the City-Parish receives on a daily basis and citizens’ reliance upon services or information offered through BRGov.com; as such, it is critical that the launch of any redesigned website, webpages, or web-related modules be done so in a way that carries the least amount of impact to site uptime and the overall user experience. Proposers are expected to utilize a robust testing process to ensure such considerations are taken into account prior to go-live, and to provide support staff upon go-live for any issues that may arise. This process should document an approach to user acceptance/quality assurance testing to eliminate any bugs or issues that may arise during the development process. Proposers should use this section to identify responsibilities or expectations of City-Parish staff during any such testing.

This section should also be utilized to include an implementation project schedule that starts at contract signing, with key activities, phases, and milestones noted accordingly for all Section 2.4 scope items (both Primary and Secondary/Tertiary, if proposed). Proposers should describe their approach to transitioning the launch of websites or significant web assets from external design and development teams to Central IT’s management and oversight, as the Proposer moves into a support-level role.

Proposal Section 7: Staffing

Proposers should utilize this section to list primary project team members, with brief resume information and recent experience for each, and identify the proposed role of each team member as it relates to the implementation of this effort. The account manager and project manager positions should be clearly denoted with project roles well-defined, with the project manager serving as the primary point of contact for the duration of implementing all non-maintenance and support related scope items included in Proposers’ responses to this RFP.

Proposal Section 8: Contract Provisions

The proposer needs to address the specific language in the sample contract (Section 6) and submit with

their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

Proposal Section 9: Cost Proposal

Each subsection of the Proposer's Cost Proposal must be clearly identified and labeled, corresponding to any scope items or proposed services outlined in Proposal Sections 3, 4, and 5. Any proposed scope item or service without a corresponding, itemized cost or fee will be disregarded from consideration as part of the overall proposed solution.

Pricing must include budget line items for the following as it relates to Core Requirements only:

- Software licensing (if necessary)
- Hardware (if necessary)
- Third-party solutions (if necessary)
- Web design and development, including account and project management (level of effort and hourly rate(s) by resource)
- Training (level of effort and hourly rate(s) by resource)
- Ongoing support and maintenance (5-year support period, including level of effort and hourly rate(s) by resource, as well as hourly rates for non-scope design or development services the City-Parish may deem necessary during the support and maintenance period)
- Hosting services (5-year hosting period)
- Travel to/from East Baton Rouge Parish (if necessary)

Any optional solutions presented within Proposal Section 5: Optional Solutions should be marked "**OPTIONAL**" and presented in accordance with the same line-item structure as outlined above for Core Requirements. Proposers must present the Cost Proposal in a manner that is easy to understand and associate costs with required as opposed to optional scope items. Proposed totals for both Core Requirements and Optional Solutions budgets should be clearly denoted within the Cost Proposal.

Proposers shall bear the onus of any errors made in pricing services (e.g., omitting a component of a services or incorrectly quoting a service). Should the Proposer have failed to either include in the price, or to deliver to the City-Parish, any component necessary to perform the functionality or provide services as proposed in the RFP, the Proposer shall be required to provide same at the Proposer's own expense.

Section 5 - Federal Clauses

The following clauses are mandatory if Federal Funds are utilized.

GENERAL FEDERAL CONSIDERATIONS:

In accordance with Federal law and to provide for the equitable treatment of all persons or firms involved in Purchasing by the City of Baton Rouge and Parish of East Baton Rouge, the City-Parish is required to assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available; promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity; and assure that purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and State and local laws.

DISPUTES:

It is City-Parish policy to resolve all contractual issues informally and without litigation. Disputes will not be referred to HUD unless all administrative remedies have been exhausted. When appropriate, a mediator may be used to help resolve differences. City Parish protest procedures will be utilized to address all disputes/protests.

Reviews of protests by the Federal agency will be limited to:

- (i) Violations of Federal law or regulations (violations of State or local law will be under the jurisdiction of State or local authorities); and
- (ii) Violations of the City-Parish's protest procedures for failure to review a complaint or protest.

ASSISTANCE TO SMALL AND DISADVANTAGED BUSINESSES:

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, all feasible efforts shall be made to ensure that small and minority owned businesses, women's business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of the City-Parish project are used when possible. Such efforts shall include, but shall not be limited to:

- A. Including such firms, when qualified, on solicitation mailing lists;
- B. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- C. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- D. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- E. Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
- F. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

COMPETITION:

The City-Parish shall conduct all procurement transactions in a manner to provide, to the maximum extent practical, open and free competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered.

FEDERAL LABOR STANDARDS AND WAGE RATES – CONSTRUCTION:

A. General

All laborers and mechanics (including apprentices), or other contractors under HUD’s “Step-Up” or similarly approved training initiatives) involved in construction contracts in excess of \$2,000 must be paid wages in accordance with Federal labor standards issued pursuant to the Davis-Bacon Act by the Department of Labor (DOL). In addition, the overtime requirements of the Contract Work Hours and Safety Standards Act are applicable to construction contracts in excess of \$100,000. See, also, DOL regulations at 29 CFR Parts 1, 3 and 5. Additional information about labor standards administration and enforcement is contained in HUD Handbook 1344.1, REV 1, Chg 1.

B. Solicitations and Contracts

Solicitations (e.g., Invitations for Bids) and contracts subject to Davis-Bacon wage requirements must contain the applicable wage decision and labor standards provisions. Davis-Bacon Wage Decisions can be obtained at no charge from a DOL-approved web site at: www.wdol.gov

C. Reporting

As provided by DOL regulations (29 CFR Parts 3 and 5), each construction employer (the contractor and any/all subcontractors) shall submit a payroll report and statement of compliance to the City-Parish for each week during which work is performed under the contract. Such reports may be submitted on the DOL Payroll Form (WH-347), which includes on its reverse side the required Statement of Compliance. These forms, WH-347 and instructions, may be obtained from HUD’s Labor Relations field staff and are also available in “fillable” Portable Document Format (PDF) on-line through HUDClips or directory at the DOL web site at this address:
www.dol.gov/esa/programs/dbra/forms.htm

D. Compliance

The contractor and any/all subcontractors are responsible, on no less than a weekly basis, for paying not less than the applicable wage rates to all laborers and mechanics in their employ and engaged in work under the contract. The contractor is responsible for its own full compliance, and for the full compliance of any/all subcontractors, with all wage, overtime and reporting requirements included in the contract.

CIVIL RIGHTS

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational

Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

Section 6 - Sample Contract

This Contract, made and entered into at Baton Rouge, Louisiana, effective this _____ day of _____, 20____ by and between the City of Baton Rouge and Parish of East Baton Rouge, herein referred to as Parish and _____ herein referred to as "Consultant (*Service Provider/Contractor, whichever is applicable, may be substituted*)".

Consultant shall provide consulting services as described herein for ...

Consultant agrees to proceed, upon written notice of the Director of _____ (*designate department contact if not department head or director*), with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City-Parish. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Consultant for this project shall be as follows: (*generally a brief scope could be written here or reference to an attachment with greater detail would be given.*)

CONTRACT MODIFICATIONS: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by the Parish, Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of Consultant.

SERVICES TO BE PERFORMED BY THE CITY-PARISH: The City- Parish will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available. The City-Parish shall provide _____ (*define City-Parish responsibilities here*) when/where necessary, to perform the work.

COMPENSATION AND PAYMENT: The City-Parish shall pay and Consultant agrees to accept compensation for the Consulting services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract.

Monthly invoices for work completed to date may be submitted by Consultant, and subject to the approval of the Department Head or his/her designee, will be paid within 30 days after approval.

CONTRACT TIME: The services to be performed under this contract shall be commenced promptly by the Consultant and shall be completed as defined in the notice to proceed issued for each event.

COMMENCEMENT OF WORK: No work shall be performed by Consultant and the City-Parish shall not be bound until such time as a Contract is fully executed between the City-Parish and the Contractor and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

OWNERSHIP OF DOCUMENTS: All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, shall become the property of the City-Parish, and the City-Parish shall not be restricted in any way whatsoever in its use of such materials.

DELAYS AND EXTENSIONS: Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

TERMINATION OR SUSPENSION: The City-Parish may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the contractor written notice specifying the Consultant's failure. If within ___ days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in ___ days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

The City-Parish may terminate this Agreement at any time by giving ___ days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Should the City-Parish find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by ___ days notice given by the City-Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the City-Parish of ___ days notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from the City-Parish during the three year period, and neither party shall have any further obligation to the other party.

DISPUTES: Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Purchasing or her duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

INDEPENDENT CONTRACTOR OBLIGATION: Consultant shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Consultants under similar circumstances at the time the services are performed, with the City-Parish interested only in the results of the work.

COMPLIANCE WITH APPLICABLE LAWS: Consultant shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

INDEMNITY: Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

PERSONAL INTEREST: Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of his contract no person having any such interest shall be employed.

AFFIDAVIT AND CORPORATE RESOLUTION: Consultant shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

CIVIL RIGHTS COMPLIANCE: The Contractor agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and

any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Consultant shall comply with the Federal Requirements. Consultant shall also include these Federal Requirements in any sub-contracts.

TAXES: Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Consultant's cost.

RIGHT TO AUDIT: The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

ASSIGNMENT: Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

CONFIDENTIALITY: The following provision will apply unless the City-Parish agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to City-Parish's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City. The identification of all such confidential data and information as well as the City's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by the City to be adequate for the protection of the City's confidential information, such methods and procedures may be used, with the written consent of the City, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the contract, or is rightfully obtained from third parties.

RECORD RETENTION: The Consultant shall maintain all records in relation to this contract for a period of at least five (5) years from close of file.

ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated _____, and the Consultant's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Consultant's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence

City-Parish Website Design and Development Services

first to this Contract, then to the RFP and subsequent addenda (if any) and finally, the Consultant's Proposal.

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

IN WITNESS WHEREOF, the City-Parish and Consultant have executed this contract effective as of the date first written above.

WITNESSES:

**CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE**

By _____

Title _____

CONSULTANT

By _____

Title _____

Typed Name and Title

Section 8 - Proposal Form

Sealed proposals will be received until (2:00) PM, Local Time (August 31, 2016) by the Purchasing Division Room 826, City Hall, 222 Saint Louis St., Baton Rouge, Louisiana. Immediately after 2:00 P.M. of the same day and date, proposals will be publicly opened in Room 806 of City Hall.

PROPOSAL OF _____

ADDRESS _____

DATE _____

The Purchasing Director
City of Baton Rouge
Parish of East Baton Rouge
Baton Rouge, Louisiana

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

Web Design and Development Services

as set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda: _____ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

City-Parish Website Design and Development Services

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about _____ and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

(NOTE: may or may not be required for all proposals) Accompanying this proposal is a certified check, cashiers check or a proposal bond representing \$ _____ payable to the City of Baton Rouge. If this proposal shall be accepted and the undersigned shall fail to execute the Agreement and furnish performance surety bond (if applicable), then the proposal security will be forfeited.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

NOTE: This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

(SIGNATURE)

(Typed Name and Title)

Section 9 - Bidder's Organization

BIDDER'S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF PROPOSAL IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

Section 10 - Corporation Resolution

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____
a corporation organized under the laws of the State of _____
and domiciled in _____ was held this _____ day _____, 20____
and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously
adopted by said quorum:

BE IT RESOLVED, that _____
is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the
City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and
effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect
until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said
resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____,
a corporation created under the laws of the State of _____ domiciled in _____ ;
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors
of said corporation at a meeting legally called and held on the _____ day of _____ 20____ , as said
resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20_____

SECRETARY