



**REQUEST FOR PROPOSALS
FOR
Website Solutions and Hosting Services**

ALL PROPOSALS MUST BE SUBMITTED TO:

Town of Danville
510 La Gonda Way
Danville, CA 94526

**PRIOR TO AND NO LATER THAN 4:00 PM,
August 21, 2017**

**RESPONSES WILL BE CONSIDERED FOR AWARD BY
THE TOWN OF DANVILLE, CALIFORNIA WITH ALL PROPOSALS
FIRM FOR 90 DAYS FOLLOWING THE CLOSING OF THE RFP.**

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1. RFP Overview

The Town of Danville (Town) is inviting proposals from qualified vendors for the development of new, modern, and improved website. The vendor is asked to provide the Town with a detailed statement of work scope concerning the proposed approach to, and elements of, the proposed website, consistent with the work scope developed by the Town below. A description of each element of the website should be supported with information on the specific methodology the vendor will employ in completing that element of the website.

1.1 Background

The Town created its first website in the early 1990's and was maintained by the IT division at that time. The first major re-work of the site occurred in 2001 and was done by the vendor PMC. A second re-work was done in 2007, also by PMC, and introduced Ektron as our content management system (CMS).

In 2015 the website was moved to a hosted format by PMC. PMC was bought out by Michael Baker International (MBI) in 2016 and is now the current hosting entity. MBI also currently supplies support for any revision require that are above the skillset of Town staff.

TOWN MISSION -

Deliver superior municipal services that make people's lives better. We:

- Keep residents, businesses and property safe
- Provide well-maintained public facilities
- Protect our environment, preserve our history and retain the special character
- Provide opportunities that support residents' growth and enrichment
- Promote and support economic vitality and growth
- Represent and promote Danville's best interests
- Celebrate community through family oriented special events
- Engage and communicate with residents and businesses effectively

1.2 Purpose of RFP

The purpose of this Request for Proposals (RFP) is to identify and select a vendor with a proven track record in the planning, development, implementation, support, and hosting of local government (city, county, and special district) websites. The selected prime vendor must be capable of providing all services, including ongoing hosting, to implement a state-of-the-art website. In addition, the vendor must offer a robust content management system (CMS) that allows Town staff to update easily website content. The Town desires a single vendor for all services identified in the RFP; however, the Town will consider alternates such as a prime vendor subcontracting with a 3rd party hosting service provider.

The Town's current website (<http://www.danville.ca.gov>) was redesigned in 2xxx. While the site meets many of the Town's needs, it has several shortcomings in presentation and design, and the Town staff has found some aspects of the site difficult to maintain and modify.

The Town is seeking a prime vendor that will take full responsibility for all aspects of the Town's website, CMS, and related hosting. The scope of services should include all software and hosting services required to support the implementation, maintenance, and ongoing hosting. At a minimum, the vendor's services should include the following:

- Design and configuration
- Implementation consulting
- Training
- Content migration/conversion
- Documentation
- Project management (vendor services)
- Reporting
- Hosting
- Ongoing maintenance and operations support

1.3 Town Objectives

The objective of this RFP is to establish a long-term relationship with a vendor capable of supporting the Town's current and future needs and committed to the constant evolution of the proposed solution and hosting services. The Town's new website should promote the dissemination of information, both internally and externally, and increase public awareness and communication. The new website should strengthen the relationship between the Town and clients/businesses by meeting the evolving expectations of the public for secure and reliable online services.

The Town Administration's goal is to develop a website that promotes the Town with a welcoming, sophisticated, user-friendly and professional feel and to provide an easy way for staff to share information via the web. The new website should be visually attractive, interesting, and provide useful, relevant, and current information with the ability to conduct business online for convenience and efficiency. The Town Administration anticipates frequent updates to draw residents and other visitors to the website. The site must be accessible and functional using all of the common web browsers, operating systems, and mobile devices being used today, support a high degree of "uptime" and be easy to maintain. The new website should also support the use of older/slower devices so that web pages/graphics are rendered in only one or two seconds.

During implementation, the Town Administration will be responsible for coordinating Town's needs and content and assisting with implementation of the new website.

The Town Administration's goals of implementing a new website include:

- Implementing a CMS that streamlines the processes associated with managing, updating, and maintaining the website as well as adding future sub-sites
- Allowing Town to add new pages, documents, and complete other site modifications without having to rely on an outside resource
- Improving the user experience when interacting with the website
- Improving the website's information architecture to provide easier navigation and search capabilities.

- Providing a new look and feel that reflects current technology and the Town’s diverse make up and vision
- Improving and expanding on-line services and self-help
- Implementing a consistent look and feel across all pages on the website and solidifying style rules to ensure consistent look is maintained regardless of the device and/or browser used to access the website
- Implementing quick links feature to ensure it is available on all pages
- Addressing all current and future ADA accessibility guidelines
- Addressing translation needs required under the limited English proficiency requirements found in Executive Order 13166.
- Providing the Town’s Webmaster(s) with the tools and training to create and maintain pages to meet their department needs while remaining consistent enterprise-wide design requirements.
- Enabling linking to other websites for special needs
- Allowing for a consistent look while still providing flexibility to support programs.
- Ensuring the host site provides secure and consistent website availability, with ample warning of upgrades and scheduled outages.
- Increase Town staff collaboration, communication, and information sharing by implementing an easy to use and maintain solution

1.4 Selection Process

Figure 1, Selection Process Overview, identifies the selection process the Town intends to follow. The selection process outlined in this RFP is designed to select a vendor in September 2017.

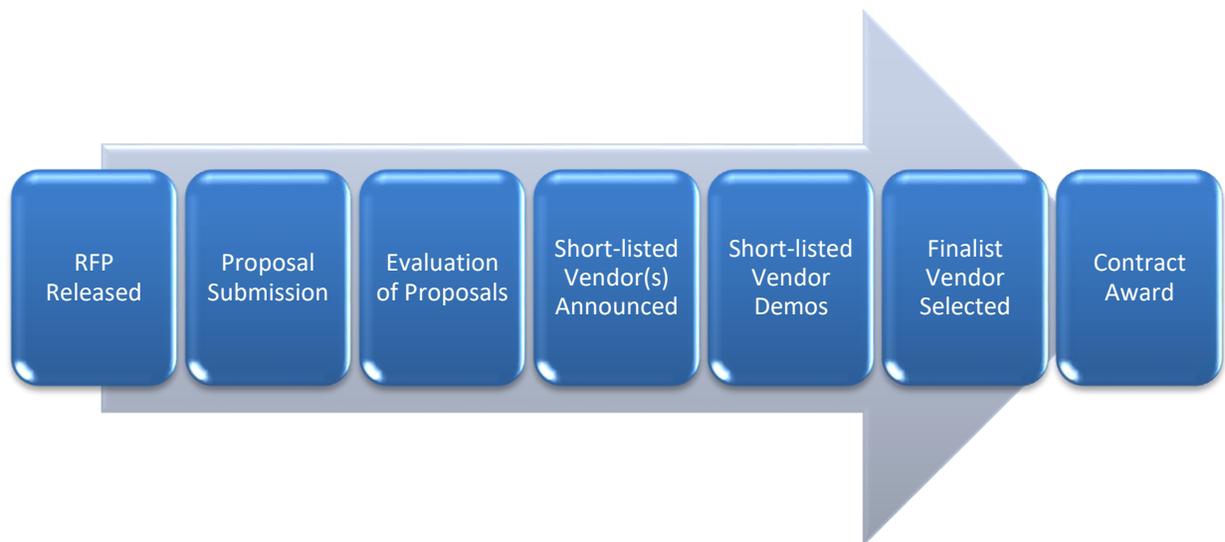


Figure 1 – Selection Process Overview

In addition to the Town’s usual methods for advertising the availability of this RFP and soliciting proposals, the Town also has established a search and review process to determine potential vendor(s) who may be qualified to submit proposals. These vendors will receive a copy of the

public notice advertising this RFP. The RFP and subsequent evaluation of proposals will allow the Town to identify a short-list of qualified vendors. The short-list of vendors will then be invited to an on-site interview and solution demonstration. Upon completion of the interviews and solution demonstrations, the Town will identify a finalist. Even though the Town intends to select a single finalist, the Town reserves the right to select more than one finalist.

Submittal of a proposal does not guarantee a vendor will be invited to demonstrate nor does it obligate the Town to purchase or contract for a website and/or related services either now or in the future.

1.5 Implementation Timeline

The Town expects to begin implementation in September 2017 and anticipates a three to six-month implementation timeframe. Vendors should be prepared to propose a solution and approach that addresses this timeline, or propose an alternative based on vendor’s past experience with similar efforts.

1.6 RFP Schedule of Events

Table 1, RFP Schedule of Events, identifies the Town’s best estimate of the schedule that will be followed. The Town realizes the vendor procurement and selection schedule represents an aggressive timeline; however, time is of the essence and the Town encourages vendors to consider and plan carefully according to the presented schedule of events.

Table 1 – RFP Schedule of Events

RFP EVENT		DATE/TIME
1	Town Issues RFP	June 30, 2017
2	Deadline for Letter of Intent to Propose	July 24, 2017
3	Deadline for Written Questions and Comments	July 31, 2017
4	Town Issues Responses to Written Questions and Comments	August 9, 2017
5	Deadline for Submitting a Proposal	August 21, 2017
6	Town Completes Short-list Evaluations	August 25, 2017
7	Town Notifies Short-listed Vendors	August 28, 2017
8	Short-list Vendor Interviews and Presentations	September 4-5, 2017
9	Town Determines Finalist	September 18, 2017
10	Authorization of Award to Most Responsive Vendor	October 3, 2017
11	Project Start Date	October 5, 2017

The Town reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. **Notification of any adjustment to the RFP Schedule of Events will be provided to all vendors that submitted a Letter of Intent to Propose.**

1.7 RFP Coordinator

All communications concerning this RFP must be submitted in email to the RFP Coordinator identified below. The RFP Coordinator will be the sole point of contact for this RFP. Please address any requests for additional information or clarification via e-mail to cpriest@danville.ca.gov. All vendors who have notified the Town of their intent to respond to the

RFP will be provided, via e-mail, with a copy of any question submitted and the answer given by the Town. The Town is not responsible for delayed or lost e-mail, regardless of the cause.

Vendor contact with anyone else in the Town is expressly forbidden and may result in disqualification of the vendor's bid.

1.8 Proposal Preparation Costs

The Town will not pay any costs associated with the preparation, submittal, or presentation of any proposal, or any costs associated with contract negotiations.

1.9 RFP Amendment and Cancellation

The Town reserves the right to amend this RFP in writing at any time. The Town also reserves the right to cancel or reissue all or any part of the RFP at its sole discretion. If an amendment is issued, it will be provided to all vendors submitting a Letter of Intent to Propose. Vendors will respond to the final written RFP including any exhibits, attachments, and amendments issued by the Town.

1.10 Questions Pertaining to the RFP

Specific questions concerning the RFP should be submitted via email to the RFP Coordinator (See Section 1.7) before the date identified in Section 1.6 RFP Schedule of Events. Vendor questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked.

Response to all questions and the Town's responses will be emailed to all vendors submitting a Letter of Intent to Propose (See Section 1.11).

1.11 Letter of Intent to Propose

Vendors who anticipate submitting a proposal should register by submitting an email indicating a vendor's intent to respond to this RFP. The letter of intent should be emailed to the RFP Coordinator (See Section 1.7). The following information should be included in the Letter of Intent to Propose:

- Vendor's name
- Name and title of main contact
- Address, telephone number, facsimile number and email address of main contact

Submittal of a Letter of Intent to Propose by the specified deadline is highly desirable for submitting a proposal and is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP. The Letter of Intent does not bind vendors to submitting a proposal.

1.12 Proposal Submittal

Proposals will be submitted electronically no later than the proposal deadline time and date detailed in the Table 1, RFP Schedule of Events.

Vendors must submit an electronic copy in a single .pdf file to cpriest@danville.ca.gov. The subject line of the email should identify "Town Website RFP Proposal Submission." The body of the email should identify the following:

Proposal for Town Website

Name of Vendor

Vendor's Address

Vendor's Contact Person

Vendor's Telephone Number

The Town will only accept email attachments up to 15 MB. If the vendor proposal is larger than 15 MB, then the vendor should plan to break up the proposal file into two separate emails.

All proposals must be received by the Town by the date and time shown in Table 1, RFP Schedule of Events. Proposals received after this time and date will not be considered.

Vendors are solely responsible for ensuring the proposal is received by the Town contact prior to the deadline. The Town will indicate successful receipt of the vendor's proposal with an email reply to the submission email that acknowledges receipt.

1.13 Public Records Law

Pursuant to California Government Code Section 6250, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to this code section.

2. Current Environment Overview

2.1 Organizational Structure

The Town's Council is responsible for policy-making. Reporting to the Town Council is the Town Manager. The Town Manager is responsible for carrying out the policies of the Town Council, for overseeing the day-to-day operations of the Town, and for appointing the heads of the Departments.

The website also includes many online forms and a large number of static pages on a variety of topics. ***Vendors are strongly encouraged to perform a comprehensive review of the currently available features, functionality, and capabilities at the Town's website.***

3. New System Requirements

The Vendor must deliver to the Town a new fully operational website based on the following requirements.

3.1 Website

#		Mandatory	Desired / Optional
1	Ability to meet and confirm to all ADA, Section 504, and Executive Order 13166 accessibility standards.	X	
2	Provide uniformity of design that is visually attractive, intuitive, and easy to use.	X	
3	Provide all features and functionality that exist on current website (Vendors are strongly encouraged to review carefully the Town's existing web presence).	X	
4	Ability to have a homepage slideshow feature where fresh pictures are displayed frequently.		X
5	Provide seasonal background/color/style themes that can be changed quickly and easily by Town webmaster(s)		X
6	Robust search capability (e.g., Google or similar look and feel and functionality preferred).	X	
7	Site map provided that auto updates to reflect webpage add/change/deletes.		X
8	Universal sizing of website to accommodate monitors of various screen resolutions and sizes.		X
9	Consistent dropdown menus on all pages, with the ability to change the menus as needed.	X	
10	Printer-friendly page capability with print button on every page	X	
11	Ability to display the Town's YouTube channel on the homepage.	X	
12	Data storage solution that best meets Town's needs (e.g., Microsoft SQL server, Linux). Town may specify specific type.	X	
13	Support for XML, PHP and/or other data capabilities, including ability to program directly in PHP bypassing the CMS.		X
14	Easy creation and management of data collection forms and surveys and allow for data capture into database formats.	X	
15	Providing broken links checker to detect dead hyperlinks.	X	
16	Capable of providing automated notifications when visitors complete forms or other activities (e.g. job interest, contact us, etc.).	X	
17	Capable of supporting all major operating systems (i.e. Windows, Apple, iPhone, Android, etc.) and current versions of commonly used browsers (e.g. IE, Safari, Firefox, and Chrome).	X	
18	Providing seamless access to the website from all major mobile devices (i.e. iPhones, iPads, Android phones, tablets, etc.). Pages should render clearly so they are easy to view and navigate on smaller screens.	X	
19	Ability to link to other Town pages and potentially systems, external webpages, and outsourced e-commerce servers from any page within the new website.	X	
20	Ability for users to sort data on a page.		X
21	Ability for users to input securely various requests for service (e.g., SSL certificate requirement to encrypt website traffic).		X
22	Support for content and/or page-based subscription capabilities such as RSS.	X	
23	Ability to support Town blog(s).		X

#		Mandatory	Desired / Optional
24	Ability to control access to some areas of the website through user ID and password using the latest password storage best practices and what happens when there are failed login attempts.		X
25	Interactive calendar (interfacing with Town's calendar and possibly its email systems).		X
26	News message "ticker" board capability, with content maintained by various Town staff.		X
27	Robust site usage and statistics tracking (to the page level) to allow the Town to analyze how the public is using the website. Be specific about how this will be done.	X	
28	Design architecture allows the website to be rendered on older devices and operating system within two seconds.	X	
29	Ability to interface with social networking sites.	X	
30	Provide measures that prevent security breaches and access to confidential data collected and stored, block the IP address of the user from website access after a set number of failed attempts, and block user account. In addition, provide immediate notification of any known or suspected breach and follow on investigation to assess breach and implement changes to remove risk.	X	
31	Support "breadcrumb" type navigation	X	
32	Ability to support calendaring via iCal or similar technology.		X
33	Support an enterprise-wide master calendar and sub-calendars that include events, meetings, holidays, etc. The calendars also should allow management from a main calendar and allow for sharing across the website by content/subject matter category.		X
34	Ability to interface or integrate with identified Town systems to include the following; <ul style="list-style-type: none"> • Document search • Streaming video • Town YouTube Channel • Job Application and related information • Budget Data and Publications 		X
35	Provide secure website that meets emerging industry standard guidelines on privacy and accessibility	X	
36	Provide innovative ideas and recommendations for maximizing the Town's web presence. Please provide additional recommendations that may not be covered in the prior requirements.		X
37	Provide warranty on all services for 1-year following implementation.	X	
38	Provide telephone support with a 2-hour response from 7 AM – 5 PM PST Monday through Friday.		X
39	Provide emergency telephone support with 4-hour response from 5:01 PM to 6:59 AM PST Monday – Friday and on weekends and holidays. Please state the holidays recognized by your firm.		X

3.2 Content Management System (CMS)

#		Mandatory	Desired / Optional
1	Provide a comprehensive “full function,” easy to use solution that includes, but is not limited to, template creation, security and approval levels, WYSIWYG content editor, versioning, content scheduling, etc.	X	
2	Ability to set system to update automatically content upon approval of edited page.	X	
3	Ability to give a Town staff member both edit and approval for their designated areas of responsibility	X	
4	Do not allow deleted pages to be accessible via search.	X	
5	Ability to resize pictures proportionately once downloaded on a page during editing	X	
6	Comprehensive training and user help documentation	X	
7	Provide spell-check and grammar correction functionality.	X	
8	Support allowing staff to post various file types on web pages for viewing and/or downloading (e.g., xls, tif, bmp, jpg, etc.)	X	
9	Support viewing of video and/or photo galleries from Town-provided content or allow links to photo galleries and videos hosted on another site.	X	
10	Support the posting of maps.		X
11	Allow content editors flexibility in determining size and position of page features such as photographs.	X	
12	Ability to manage the Town’s website using the CMS, including support for standard technologies, such as PHP programming, forms entry, and other features described above. Content shall be stored in a separate data structure and/or on a separate server from Internet content.	X	
13	Automatic replication of navigation and menu changes to all related pages with no additional data entry.	X	
14	Ability to add, change, and/or delete links between pages and/or to other websites as needed, with no vendor intervention required	X	
15	Ability to use CMS with Microsoft or Apple operating platforms and IE, Firefox, Chrome, Safari and other common browsers now and in the future.	X	
16	Provide training for site administrators and content contributors.	X	
17	Allow CMS to be accessible via external access.	X	
18	Provide a search engine solution that will support indexing of all contents within the CMS, as well as external Town website resources.	X	
19	Provide the ability to archive outdated documents and images.		X
20	Ability to optimize uploaded pictures and graphic files for quickest page loading.		X
21	Ability to publish and display photo galleries and/or assets.	X	
22	Ability to create and manage document galleries to organize and publish documents according to subject matter.		X
23	Ability to specify a publishing schedule for specific content.		X

#		Mandatory	Desired / Optional
24	Support for versioning and indexing of content to meet legal and policy-based Records Retention and Retrieval requirements.		X
25	Provide multi-lingual Content Integration with website content translation capabilities in up to eight languages.		X
26	Ability to reorganize content to different sections of the website without manually changing content links.	X	
27	Ability to apply customized look and feel within different departments/services while maintaining global navigation and website common look and feel.	X	
28	Provide telephone support with a 2-hour response from 7 AM – 5 PM PST Monday through Friday.	X	
29	Provide emergency telephone support with 4-hour response from 5:01 PM to 6:59 AM PST Monday – Friday and on weekends and holidays. Please state the holidays recognized by your firm.	X	

3.3 Web Hosting and Performance Criteria

#		Mandatory	Desired / Optional
1	Provide hosted website in secure, state-of-the-art data center. Specify where and any hazards (e.g., earthquake faults, flood zones) and efforts to mitigate.	X	
2	Provide hosted website in vendor owned and operated data center. If not, please identify 3 rd party that is providing the hosting.		X
3	Provide hosted website in SAS-70 facility.		X
4	Provide hosted website on high availability hardware (i.e. virtualization).	X	
5	Provide adequate bandwidth with no charge for usage or overages.	X	
6	No requirement for authoritative DNS for Town's domain(s) to be hosted with the provider.	X	
7	Provide website access on a 24X7 basis with 99.99% uptime. If not, please provide clear description of guarantee availability.		X
8	Maintenance/downtime scheduled outside of normal business hours, with at least 2 weeks' advance notice to Town. If not, please provide clear description of process for scheduling downtime and notifying Town		X
9	Technical support for system outages responds to priority service calls 24 x 7 with 2 hours guaranteed response time		X
10	Technical support for system outages responds to priority service calls 24 x 7 with 4 hours guaranteed response time	X	
11	Site monitored for outages 24 x 7		X
12	Provide Town access to separate development and production environments.	X	
13	Ensure full system backups and provide recovery services to minimize impact to the Town.	X	

4. Proposal Submission Requirements

4.4 General Instructions

Proposals should be prepared simply and economically and provide a straightforward, concise description of the vendor's company, qualifications, proposed solution, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired.

Proposals should be organized consistent with the outline provided in this section of the RFP. Vendors must follow all formats and address all portions of the RFP set forth herein providing all information requested. Vendors may retype or duplicate any portion of this RFP for use in responding to the RFP.

4.5 Proposal Format

Proposals must be structured, presented, and labeled in the following manner:

- Transmittal Letter
- Table of Contents
- Section 1.0 – Executive Summary
- Section 2.0 – Company Information
- Section 3.0 – Company Background
- Section 4.0 – Company Qualifications
- Section 5.0 – References
- Section 6.0 – Proposed Solution
- Section 7.0 – Implementation Approach
- Section 8.0 – Other Requirements
- Section 9.0 – Pricing
- Section 10.0 – Additional Information

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the Town's sole discretion, result in the rejection of the Proposal.

Proposals should not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled and, if not incorporated into the body of the Proposal itself, must be referenced to the appropriate place within the body of the Proposal. Any information not meeting these criteria will be deemed extraneous and will not be factored into the evaluation.

4.5.1 Transmittal Letter

The proposal must provide a written transmittal of the proposal in the form of a standard business letter. The Transmittal Letter will reference and respond to each of the following bulleted items.

- ***Signature of a company officer empowered to bind the vendor to the provisions of this RFP and any contract awarded pursuant to it.***
- A statement of the vendor's credentials to deliver the services sought under the RFP.

- A statement indicating the proposal remains valid for at least 120 days from RFP close date
- A statement that the vendor or any individual who will perform work for the vendor is free of any conflict of interest (e.g., employment by the Town).
- Identify any exceptions that the vendor wishes to make from the Town's standard professional services terms and conditions as found in Appendix A.

The Proposal Transmittal Letter is limited to two pages.

4.5.2 **Table of Contents**

All pages are to be numbered and the table of contents should identify each major section.

4.5.3 **Section 1.0 - Executive Summary**

This section of the proposal should provide a concise synopsis of vendor's proposal and credentials to deliver the services sought under the RFP. In addition, it should explain how the proposed solution will differentiate itself from other vendor solutions and the reasons the Town should select the proposed solution. This may include a list of the unique features that give the vendor a competitive edge in website design, implementation, and hosting.

The Executive Summary is limited to three pages.

4.5.4 **Section 2.0 – Company Information**

This section of the proposal must include a completed Profile of Firm (Appendix C). Information submitted in addition to the Profile must include:

- 2.1 Provide the legal entity name and form of business (i.e. Corporation, LLC, etc.).
- 2.2 Identify if the vendor is a subsidiary of a larger company. If so, whom?
- 2.3 Identify the proposal contact; include name, address, phone number, and email address.
- 2.4 Identify the location of company headquarters and office which will support the implementation.
- 2.5 Identify the location of ongoing maintenance and support staff.
- 2.6 Identify all subcontractors and associated scope of work. If there is a subcontractor, a Profile of Firm form should be completed.
- 2.7 Identify any pending litigation against the vendor.
- 2.8 Identify if vendor has filed any bankruptcy or insolvency processing in the last 10 years.
- 2.9 Identify any mergers, acquisitions, or sales of the vendor company within the last five years (if so, an explanation providing relevant details).

Vendors are required to provide all requested information. Failure to provide a full response may provide a basis for disqualification.

4.5.5 **Section 3.0 – Company Background**

This section should identify the following:

- 3.1 A description of the Vendor's background, nature of business and organizational history.
- 3.2 A statement of how long the Vendor has been designing and maintaining websites, as required by this RFP.
- 3.3 Disclose the Vendor's annual revenues and profit for the company's last three fiscal years. It is acceptable to include this information as an appendix in the proposal.

The Company Background section should not exceed three pages.

4.5.6 Section 4.0 – Company Qualifications

In this section of proposal, the Vendor should identify company and staff qualifications and experience in implementing solutions. More specifically, this section should identify the following:

- 4.1 Describe your experience in government, especially housing authority website planning, design, development, hosting, and support.
- 4.2 Describe your experience in implementing websites for government, especially housing authorities and California local government agencies.
- 4.3 Identify your existing client base including the number of clients for which you have provided the services being proposed here.

The Company Qualifications section should not exceed three pages.

4.5.7 Section 5.0 - References

- The vendor must complete the References form providing at least five references (copy the form as needed). At least two of the references should be for websites that have been implemented in the last three years. At least two references should be for clients that are using the vendors hosting services. The Town prefers references from housing authorities and local government agencies with similar demographics.

4.5.8 Section 6.0 - Proposed Solution

In this section the vendor should identify the proposed solution up to and including the following:

- 6.1 Provide a comprehensive overview of the solution proposed.
- 6.2 Provide a written response that addresses each requirement in Section 3 individually. The first sentence of each required response should **clearly indicate whether the vendor's proposed solution meets, does not meet, or would require customization or a 3rd party solution**. Vendors are encouraged to provide an adequate description of how the solution meets the requirements to allow the evaluators to fully understand the features, functions, and capabilities.
- 6.3 Based on the vendor's experience and expertise, identify any additional proposed features, functions, or capabilities that the Town should consider to meet the Town's stated goals.

4.5.9 Section 7.0 - Implementation Approach

In this section the vendor should address the following:

- 7.1 Provide a project organization chart highlighting the key staff who will be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable. Provide brief biographies for the project manager and assigned key project personnel.
- 7.2 Describe your implementation methodology and approach. This includes the tools and techniques that will be used and methodologies that the firm will employ.
- 7.3 Describe the roles and responsibilities of both the Town and vendor staff during each phase of implementation. In addition, provide an estimated level of effort for the Town staff during implementation.
- 7.4 Provide a project schedule that includes all tasks, deliverables, milestones, and resources required. The Town seeks a detailed understanding of the work plan that will be followed to ensure success.
- 7.5 Describe your user acceptance testing methodology and criteria for success. Also, outline the responsibilities of Town staff during user acceptance testing

4.5.10 **Section 8.0 – Ongoing Support and Hosting Services**

In this section the vendor should address the following:

- 8.1 Describe ongoing support processes, procedures, and methods. At a minimum, the description should identify hours of support, methods to access support, after-hours support, response time commitments, and escalation procedures.
- 8.2 Describe proposed service level metrics and/or commitments.
- 8.3 Describe software release/update frequency and procedures to perform updates.
- 8.4 Describe the proposed hosting services and associated ongoing service level commitments that ensure a high performing and availability website.
- 8.5 Describe security and backup and disaster recovery processes and procedures.
- 8.6 Discuss the vendor's philosophy and approach for ongoing research and development to advance the proposed solution and ensure it remains current to evolving technologies and standards.
- 8.7 Describe the vendor's configuration and change management processes. For the purposes of the vendor's response to the RFP, configuration management is the management of every aspect of a configuration from beginning to end (i.e., identification, planning, change control and management, release management and maintenance). Change management refers to standardized methods and procedures for handling of all changes to production hardware/software to minimize disruption.

4.5.11 **Section 9.0 - Pricing**

The Town is seeking a clear and comprehensive understanding of all costs associated with the planning, design, development, implementation, hosting, and ongoing maintenance of the proposed website and CMS software. In this section, the vendor must itemize all costs.

Vendor pricing should be provided for the following;

- Software licensing
- Hardware
- 3rd party solutions
- Integration/Interfaces – provide level of effort and hourly rate
- Implementation services – provide level of effort and hourly rate by implementation phase
- Ongoing support and maintenance
- Optional products or services
- Travel

4.5.12 Section 10.0 – Additional Information

In this section, the vendors are required to provide the following materials:

- Example of the user and administrative manuals
- Example of a training manual
- Any proposed software licensing, hosting, and maintenance and support agreements

5. Proposal Evaluation

The Town Administration shall review all proposals to determine which vendors have qualified for consideration. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Following the initial review, the evaluators will complete a detailed review of vendor proposals. Proposals will be evaluated (scored) based on the following evaluation criteria:

CRITERIA	POINTS
Quality, clarity, and responsiveness of proposal	5
Ability to provide a website and CMS that meet the current and future vision and needs of the Town	15
Proven ability to plan, design, develop, implement and support the website and CMS	10
Demonstrated ability to work in a cooperative and collaborative manner with clients	10
Proposed timeline including ability to prepare and execute a contract in a timely manner	10
Anticipated value and price	15
Perceived risk or lack thereof	10
Company financial stability	10
References for each of the primary product(s) and service(s) proposed	5
Results of interviews, demonstrations, and site visits	10
TOTAL POSSIBLE POINTS	100

The Town reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all vendors. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be

limited to specific sections of the proposal identified by the Town and, if held, shall be after initial evaluation of proposals are complete. If clarifications are made as a result of such discussion, the vendor shall put such clarifications in writing.

6. General Requirements

6.1 Collusion

By submitting a Profile of Firm form, each vendor certifies that such proposal is genuine and not collusive and that said vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of the signer or of any other vendor, to fix overhead, profit or cost elements of said proposal or that of any other vendor or to secure any advantage against the Town or any person interested in the proposed contract, and that all statements in said proposal are true.

6.2 Gratuities

No person will offer, give or agree to give any Town official, employee, or representative(s) any gratuity, discount or offer of employment in connection with the award of contract by the Town. No Town official, employee or representative(s) will solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a Town contract.

6.3 Required Review and Waiver of Objections by Vendor

Vendors should carefully review this RFP and all attachments, including but not limited to the Standard Professional Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the Town no later than the "Deadline for Written Questions and Comments" detailed in the Table 1, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the Town, in writing, by the Deadline for Written Questions and Comments.

6.4 Proposal Withdrawal

To withdraw a proposal, an authorized representative of the vendor must submit a written request to the RFP Coordinator (Section 1.6). After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

6.5 Proposal Errors

Vendors are liable for all errors or omissions contained in their proposals. Vendors will not be allowed to alter proposal documents after the deadline for submitting a proposal.

6.6 Incorrect Proposal Information

If the Town determines that a vendor has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the vendor knew or should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal will be rejected.

6.7 Right to Refuse Personnel

The Town reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. The Town reserves the right to interview and approve vendor's key staff. Vendor's staff may be subject to the Town's background testing process at any time.

6.8 Proposal of Additional Services

If a vendor indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the Town.

6.9 Licensure

Before a contract pursuant to this RFP is signed, the vendor must hold all required business and professional licenses, including, but not limited to, a City of Alameda Business License. The Town may require any or all vendors to submit evidence of proper licensure.

6.10 Conflict of Interest and Proposal Restrictions

By submitting a response to the RFP, the vendor certifies that no amount will be paid directly or indirectly to an employee or official of the Town as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the vendor in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

Any individual, company, or other entity involved in assisting the Town in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other vendors, and said individual, company, or other entity may not submit a proposal in response to this RFP.

6.11 Contract Negotiations

After a review of the proposals and completion of the reference checks, interviews, and demonstration, the Town intends to enter into contract negotiations with the selected vendor. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the Town will open negotiations with the next ranked vendor.

6.12 Right of Rejection

The Town reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Vendors must comply with all of the terms of this RFP and all applicable State laws and regulations.

Vendors may not restrict the rights of the Town or otherwise qualify their proposals. If a vendor does so, the Town may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

Any vendor that is presently debarred, suspended, declared ineligible, or voluntarily excluded from participation in transactions by any federal or state department or agency is automatically excluded from participating in this process and the vendor's proposal will be rejected.

The Town reserves the right, at its sole discretion, to waive minor variances in technical proposals provided such action is in the best interest of the Town. Where the Town waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the vendor from full compliance with the RFP. Notwithstanding any minor variance, the Town may hold any vendor to strict compliance with the RFP.

6.13 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the Town. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the vendor acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

Each vendor should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town might not be in a position to establish that the information, which a vendor submits, is a trade secret. If a request is made for information marked "confidential," the Town will provide the vendor who submitted such information with reasonable notice to allow the vendor to seek protection from disclosure by a court of competent jurisdiction.

6.14 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the Town and vendors will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

6.15 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal will be incorporated into the final contract.

6.16 Proposal Amendment

The Town will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the Town.

6.17 Consultant Participation

The Town reserves the right to share with any consultant of its choosing this RFP and proposal responses in order to secure a second option. The Town may also invite said consultant to participate in the Proposal Evaluation process.

6.18 Warranty

The selected vendor will warrant that the proposed solution will conform in all material respects to the requirements and specifications as stated in this RFP and as demonstrated during the evaluation process. In addition, the requirements as stated in this RFP will become part of the subsequent agreements.

6.19 Rights of the Town

The Town reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals
- Issue subsequent Requests for Proposals
- Postpone opening proposals if necessary for any reason
- Remedy errors in the Request for Proposal process
- Approve or disapprove the use of particular subcontractors
- Negotiate with any, all, or none of the vendors
- Accept other than the lowest offer
- Waive minor informalities and irregularities in the proposals
- Enter into an agreement with another vendor in the event the originally selected Vendor defaults or fails to execute an agreement with the Town
- An agreement will not be binding or valid with the Town unless and until it is approved by the Town's Council or Town Manager, depending upon contract amount, or executed by authorized representatives of the Town and of the vendor.

Appendix A - Standard Consultant Service Agreement Terms and Conditions

CONTRACT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of ___, 20___, by and between the Town of Danville, therein called the "Town", and [insert name of contractor here] herein called the "Contractor".

RECITALS

WHEREAS, Town requires contract services to [insert brief description of project, work assignment, etc.]; and

WHEREAS, Town solicited bids or proposals for [insert brief description of services to be provided-design, etc.]; and

WHEREAS, Town has reviewed the proposals and determined that Contractor possesses the skill, experience and certifications required to provide the services required by the Town; and

WHEREAS, Town desires to retain Contractor to provide services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions identified herein, the parties mutually agree as follow:

1. **Scope of Services:** Subject to such direction and approvals as the Town through its staff may determine from time to time, Contractor shall perform the services set out in the Proposal attached hereto as Exhibit A and incorporated herein by reference.
2. **Time for Performance:** The services of Contractor are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by Town. Specific times for performance, if any, are specified in Exhibit A, attached hereto and incorporated herein. Time is of the essence in the performance of the services under this Agreement. The failure of Contractor to adhere to the schedule, unless mutually agreed upon, may result in termination of the Agreement by Town.
3. **Compensation and Method of Payment:**
 - A. **Compensation:** The compensation to be paid to Contractor shall be at the rate and schedule of payment as set forth in Exhibit A, which is attached hereto and incorporated herein. However, in no event shall Contractor's compensation exceed _____ (\$_____). Payment by Town under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the Town at the time of payment.
 - B. **Method of Payment:**

1. **Monthly Statements:** As a condition precedent to any payment to Contractor under this Agreement, Contractor shall submit monthly to the Town a statement of account which clearly sets forth the designated items of work for which the billing is submitted. Each statement of account shall also include a detailed record of the month's actual revenue reimbursable expenditures.

2. **Timing of Payment:** Town shall review Contractor's monthly statement and pay Contractor for services rendered hereunder at the rates if acceptable and in the amounts provided hereunder on a monthly basis in accordance with the approved monthly statements.

4. **Hold Harmless:** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Town, its officers, employees and agents (collectively the "Indemnified Parties") from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising from or related to the negligent acts, errors or omissions of Contractor, its employees or agents in the performance of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable.

Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

5. **Relationship between the Parties:** Contractor is, and at all times shall remain, an independent contractor, not an agent or employee of the Town. Contractor shall be solely responsible for all acts of its employees, agents or subcontractors, including any negligent acts or omissions. As an independent contractor, Contractor shall not be entitled to any benefit, right or compensation from the Town other than those provided for in this Agreement.

7. **Compliance with Laws:** Contractor shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations. Contractor represents to Town that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor shall maintain a Town of Danville Business License.

8. **Insurance:**

A. **Minimum Scope of Insurance:** Prior to commencing work and during the entire term of the Agreement, Contractor shall procure and maintain the following insurance policies in these minimum amounts:

1. Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001), one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is

used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement, or the general aggregate limit shall be at least twice the required occurrence limit.

2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1, one million dollars (\$1,000,000) per accident for bodily injury and property damage.

3. Workers' Compensation as required by the State of California, and Employers' Liability Insurance, one million dollars (\$1,000,000) per accident for bodily injury or disease.

B. Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:

1. The Town of Danville, its elected and appointed officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor.

2. For any claims related to this Agreement, Contractor's insurance coverage shall be considered primary insurance as respects the Town, its elected and appointed officers, employees, agents and volunteers.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.

4. The insurer waives all rights of subrogation against Town, its elected and appointed officers, employees, agents and volunteers.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its elected and appointed officers, employees, agents or volunteers.

6. Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except after 30 days prior written notice has been given to the Town.

C. Verification of Coverage: Contractor shall provide to the Town all certificates of insurance with original endorsements affecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Town on or before commencement of performance of this Agreement. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

- D. Acceptability of Insurers: All insurance companies providing coverage to Contractor for purposes of this Agreement shall be authorized by the Insurance Commissioner of the State of California to transact business within the State of California and shall an A.M. Best's rating of no less than "A:VII".
- E. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retention's must be declared to and approved by the Town.
9. **Assignment and Subcontracting:** Contractor may not assign any right or obligation pursuant to this Agreement without the prior written permission of Town. Furthermore, except as provided for in Exhibit A, Contractor shall not subcontract any portion of the work to be performed under this Agreement without the prior written consent of Town. Any assignment of any right or obligation or subcontracting of any work without Town consent shall be void and of no effect.
10. **Prevailing Wages:** Prior to commencing work, Contractor shall confer with Town to determine whether the work to be performed is subject to the payment of prevailing wages as determined by the Department of Industrial Relations. If the work is determined subject to prevailing wages, Contractor shall be responsible for compliance with the applicable wage orders and shall provide the Town with certified payrolls for all work performed.
11. **Nondiscrimination:** Contractor shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) on the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.
12. **Termination of Agreement:** The Town may terminate this Agreement without cause upon giving seven days written notice to Contractor. In the event of such a termination, Contractor shall be entitled to any compensation owed for services rendered up to the effective date of termination.
13. **Amendment:** This Agreement constitutes the complete and exclusive statement of the Agreement to Town and Contractor. It may be amended or extended from time-to-time by written agreement of the parties hereto.
14. **Litigation Costs:** In the event either party commences legal action to enforce this Agreement, the prevailing party shall be entitled to reasonable costs and expenses, including attorneys' fees.
15. **Written Notification:** Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall

be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town: Town of Danville
 [department and/or person supervising contract]
 510 La Gonda Way
 Danville, CA 94526

If to Contractor: **[name and address of contractor]**

16. **Waiver:** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.

17. **Venue:** In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Contra Costa, Martinez, California.

IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement as of the date first above written.

TOWN OF DANVILLE

CONTRACTOR

By: _____
[name and title of person signing]

By: _____
[name and title of person signing]

APPROVED AS TO FORM:

ATTEST:

By: _____

By: _____

Robert B. Ewing, City Attorney

Marie Sunseri, City Clerk

PROFILE OF FIRM
APPENDIX B

(1) Prime Subcontractor (This form must be completed by and for each).

(2) Name of Firm: _____ Tel: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Please attach a biography/resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in Current Location; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit hereunder a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager(s) and any other supervisory personnel that will work on project; please submit hereunder a biography/resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Bidder Diversity Statement: You must indicate all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) _____%
 Public-Held Corporation _____%
 Government Agency _____%
 Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise. Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

African-American _____%
 Native-American _____%
 Hispanic-American _____%
 Asian/Pacific Islander-American _____%

Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Other (Specify) _____%

WMBE Certification Number: _____

(NOTE #1: A CERTIFICATION/NUMBER IS NOT REQUIRED TO SUBMIT BID-ENTER IF AVAILABLE)

Certified by: _____

PROFILE OF FIRM
APPENDIX B
continued

- (8) Federal Tax ID No.: _____
- (9) State of California License Type and No.: _____
- (10) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____
- (11) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (12) Professional Liability Insurance Carrier: _____
No. _____ Expiration Date: _____

(13) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, or any local government agency within or without the State of California?

Yes No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(14) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Council Member or Officer of the Town? Yes

No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(15) Non-Collusive Affidavit: The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham proposal or bid or to refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal or bid price of affiant or of any other bidder or bidder, to fix overhead, profit or cost element of said proposal or bid price, or that of any other bidder or bidder or to secure any advantage against the Housing Town or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(16) Verification Statement: The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the Town discovers that any information entered herein is false, that shall entitle the Town to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

REFERENCES FORM
APPENDIX D

All persons submitting a bid, proposal or statement of qualifications, must submit at least three references. Preferably, these references reflect work performed within the past three years. Please provide name of company, agency or person for whom the service or supplies were provided, the contact person, address and phone number:

1. Company Name: _____
Website URL: _____
Contact Person: _____
Address: _____
Phone Number: _____
E-mail: _____
Service Provided: _____

Dates Provided: _____

2. Company Name: _____
Website URL: _____
Contact Person: _____
Address: _____
Phone Number: _____
E-mail: _____
Service Provided: _____

Dates Provided: _____

3. Company Name: _____
Website URL: _____
Contact Person: _____
Address: _____
Phone Number: _____
E-mail: _____
Service Provided: _____

Dates Provided: _____