

**Request for Proposal under Competitive Contracting
Web Design**

for the

Municipality of Princeton

400 Witherspoon Street

Princeton, NJ 08540

Issued by:

Municipality of Princeton

400 Witherspoon Street

Princeton, NJ 08540

Section 1: General Instructions to Prospective Vendors

1. Vendors are responsible for carefully examining the attached specifications as well as understanding the requirements for the municipality's new website. Failure to offer a complete proposal document responsive to all sections of this document may be deemed cause for the rejection of the proposal for being unresponsive.
2. Proposal documents – one (1) original (hard copy) and an electronic copy (flash drive, e-mail, etc.). The original must be placed in a sealed envelope, plainly marked on the outside, Web Design Proposal. All proposals must be received by the municipality prior to or at the time and date set for the proposal return. Proposals must be received by 2 p.m. eastern standard time, Thursday, June 1, 2017.
3. Vendors or their authorized agents are invited to be present when the proposals are opened. The names of vendors and their proposed prices shall be read publicly on June 1, 2017 at 2 p.m. at 400 Witherspoon Street, Princeton, NJ 08540, Administration/Clerks Office. No proposal may be withdrawn after the opening time and date. All proposals become the property of the municipality and will not be returned to bidders, except for the Proposal Bond in accordance with applicable law.
4. Princeton Mayor and Council intend to award a contract to the successful vendor within sixty days after the opening date at their regular public meeting. The contract will be awarded to the vendor's whose proposal is most advantageous to Princeton, price and other factors considered.
5. The municipality reserves the right to reject any or all of the proposal or any part thereof and to waive any minor technicalities.
6. The vendor must submit pertinent descriptive language and specifications fully describing all work to be done in connection with this proposal.
7. Any design implemented will be free of defect and any defect that may develop in normal use by municipal staff or the public will be repaired without cost to the municipality by the successful vendor.
8. All vendors must complete the required forms below, and as listed on the Bid Document Checklist, and return them along with the bid document.
 - Proposal Document Checklist
 - Proposal Form
 - Proposal Security in the form of a bond of a type acceptable to Princeton issued by a surety licensed in the State of New Jersey, and listed in U.S. Department of the Treasury Circular 570, or a certified or cashier's check payable to the Municipality of Princeton, such bond or check to be in the amount of 10% of the proposal but not in excess of \$20,000.00;
 - Consent of Surety
 - Affidavit of Experience and Technology
 - Insurance Requirements for Vendors and Contractors Doing Business with the Municipality of Princeton

- Business Registration Certificate
 - Mandatory Equal Employment Opportunity Language N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27
 - Americans With Disabilities Act of 1990
 - Ownership Disclosure Statement
 - Acknowledgment of Receipt of Addenda
 - Non-Collusion Affidavit
 - Certification of Investment Activities in Iran
 - Forms to be Provided by ELEC (at time of contract signing)
9. The municipality as used in these specifications will refer to the Municipality of Princeton, 400 Witherspoon Street, Princeton, NJ 08540.
10. Proposals are to be submitted by 2 p.m. on Thursday, June 1, 2017 in a sealed envelope addressed as follows:

Mr. Jeffrey Grosser
Assistant Administrator
Municipality of Princeton
Witherspoon Hall
400 Witherspoon Street
Princeton, NJ 08540
jgrosser@princetonnj.gov

Proposals may be mailed but must be received by 2 p.m. on Thursday, June 1, 2017 and must be marked "Web Design Proposal".

11. Contact Jeffrey Grosser, 609-924-5176, with questions about the RFP. All questions shall be submitted in writing. At no time shall the municipality convey information to any potential vendor which could confer an unfair advantage upon that vendor over any other potential vendor. Any questions shall be answered in writing and forwarded to all potential vendors who received the RFP documents.

Section 2: Princeton, NJ Overview

The Municipality of Princeton, New Jersey is home to 28,000 residents, several world-class institutions of higher learning, a top-ranked public school system, over 1000 acres of parkland, a vibrant restaurant and shopping district, and a rich history. Princeton's current government was established in 2013 through the consolidation of the former Princeton Borough and Princeton Township governments.

Princeton is best known as the location of Princeton University, which has been situated in the community since 1756. Princeton is roughly equidistant from New York City and Philadelphia. Princeton is close to many major highways that serve both cities, and receives all major TV and radio broadcasts from each.

Princeton's population is highly educated (79% of those over 25 years old have a college degree or higher, and 54% have a graduate or professional degree), and politically engaged, with over 200 residents serving on various volunteer municipal boards and commissions. The community is also diverse in age, income, and ethnicity, with over 50 languages spoken at home.

Princetonnj.gov Overview

Princeton seeks to create a dynamic new website that is designed and organized in a manner that allows viewers with limited computer experience to easily find and access information, acts as a marketing tool for the town to highlight the community, its assets, and attractions to potential residents and businesses, is easy to update and modify, and is able to incorporate additional components in the future.

By the Numbers:

2016 January 1 – December 31

- Unique Visitors: 227,226
- Number of Visits: 394,827
- Web Pages Viewed: 1,365,975 (avg. 3.45 pages viewed)

Top 5 web pages other than the home page:

1. Bids
2. Recycling
3. Police
4. Taxes
5. Employment

Top PDF views:

1. Holiday Trash Schedule
2. Daytime FreeB Schedule (the FreeB is a local jitney service)
3. Brush-Log-Leaf Schedule

4. ICE – Protect You and Your Family
5. Princeton Affordable Housing Inventory
6. Tax List Final Notices
7. Zoning Code
8. Waste Schedule
9. Commuter FreeB Schedule
10. Brush-Log-Leaf-Street Listing

Top 3 Web Browsers:

1. MS Internet Explorer: 37.6%
2. Google Chrome: 26.1%
3. Safari: 16.9%

Visitors connect to site directly or from an Internet Search Engine:

Direct Address / Bookmark / Link in Email:	823,418 (76.5%)
Search Engine, Top 3:	201,056 (18.6%)
1. Google:	171,702
2. MS Bing:	13,104
3. Yahoo:	9,392

Links from external pages (other than search engines - Top 3)

1. www.princetontwp.org – 18,054
2. www.cit-e.net/princeton-nj/ - 1,316
3. m.facebook.com – 1,082

Request for Web Design

The Municipality of Princeton invites potential vendors to submit proposals for the development of a new website based on the criteria outlined in Section 3: Scope of Work. The proposals are sought in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et. Seq. and in particular, the Competitive Contracting Sections of that law, N.J.S.A. 40A:11-4.1 through 40A:11-4.5 inclusive and N.J.A.C. 5:34-4.3 and related provisions.

Section 3: Scope of Work

The vendor shall build a new website for the municipality using the latest version of WordPress or equivalent content management system. The Bidder shall migrate all current website content to the new website. The vendor shall submit a recommendation to the Website Working Group how content is organized for best usability. The vendor shall outline the plan for data extraction, data loading, data verification and testing that must be performed to complete the migration process. The new website must include a responsive web design that provides an optimal web experience on tablets and mobile phones. The new website must retain all current functionality with additional enhancements to functionality and design.

The vendor shall provide a firm, fixed and detailed price list based on their price proposal and a project plan including the timeframe for project completion to include: specific description of, and schedule for, deliverable items; a quality assurance period; and an annual maintenance and support contract for one year with the option to renew for four additional one year periods.

3.1. Project Outline

The project will involve the following tasks. A complete outline of tasks and deliverables is specified in section 3.2.

- Create a new, redesigned website incorporating existing content
- Develop the new website so that it supports responsive web design for tablets and mobile phones
- Migrate all content from the current websites to the new website (www.princetonnj.gov and <http://www.princetonparking.org/>; <http://www.princetonshadetree.org/>)
- Set up the new website on a web host and implement HTTPS for the website
- Website hosting must be provided in a secure format from the vendor
- Provide a reliable backup and restore the solution
- Onsite training for municipal staff on how to add and edit content on the website
- First year maintenance and support contract will be included, with initial proposal and will not go into effect until the new website is live. Maintenance and support contract years two through five will not increase more than 1% in any given year.

3.1.1. Proposed Schedule

- The vendor will develop a timeframe for the completion of each deliverable.

3.1.2. Bidder Logistics and Experience

- The vendor will have 5+ years of development background and proven successful experience with migrating websites.
- The vendor will provide in person training, at the expense of vendor
- The vendor will attend website meetings as needed throughout the project
- The vendor will fulfill the contract without using any subcontractors

- The vendor will have experience developing websites for government agencies

3.1.3. Quality Assurance / Maintenance and Support

There will be a quality assurance period offered following completion of development work. During this period the bidder and the municipality's Website Working Group will verify that the quality of the work is satisfactory.

The vendor will use project management software in order to keep track of tickets and inform and communicate with the Website Working Group.

The vendor will provide an outline of how web security will be handled with the website.

The vendor will provide an outline detailing how they will ensure optimal performance and speed.

3.2. PROJECT AND FUNCTIONAL REQUIREMENTS

3.2.1 Project Requirements

Each requirement/deliverable will be reviewed by the municipality's Website Working Group and signed off before being considered complete. The Website Working Group shall be given an agreed upon amount of time to review and test each deliverable. The vendor will need to build this time into the project schedule.

Changes to the initial project schedule/plan are to be communicated in writing, before proceeding with changes. Any changes to this project schedule/plan must be communicated to the municipality's website working group and be approved by the Administrator or Assistant Administrator of the municipality.

If the vendor is integrating 3rd party plugins, the vendor must specify the plugin.

The requirements are as follows:

- Build a website using the WordPress content management or equivalent system with the latest software release
- Create a responsive design for mobile and tablet version of website
- Create a searchable, attractive calendar for municipal events with the ability to download standard calendar formats
- Integrate third party applications, including but not limited to: SeeClickFix, social media, agendas and minutes, video storage and archiving, municipal ordinances ("Code Book") and online payments into website
- Ability to search website through a main search bar, should be easy to use and result in organized searched content including all third party content. Searches must be able to be customized by user
- Build Multi-language translation into website
- Provide documentation of template structure, database, relevant files and procedures

- On-site training for municipal staff in charge of managing content on the website
- Provide a secure employee-only area for newsletters, documents, announcements, etc.
- Setup a development website for the municipal website working group
- Migrate all content from existing websites to the new site
- Setup the new website and implement HTTPS for the website
- Provide a backup, restore and security solution
- Setup of Google Analytics
- Setup of Search Engine Optimization (SEO)
- Meet relevant web accessibility best practices
- Quality assurance and testing period
- Provide a specified warranty period
- First year maintenance and support contract will be included, with initial proposal and will not go into effect until the new website is live. Maintenance and support contract years two through five will not increase more than 1% in any given year.

3.2.2 Core Functionality Requirements

- Search functionality
- Provide user/role management capabilities where groups or individual users can be given rights to view, create, edit and /or public content in some or all sections of the site
- Opt-in email notification system giving users options to choose which notifications they would like to receive. Such as meeting notifications, emergency notifications, etc.
- Alerts/Emergency Notifications; the municipality would like the ability to display an emergency message on a scroll across the website. When activated, the emergency scroll would appear on each screen viewed by visitors
- Layout and design consistency
- Provide an events calendar. The events calendar requires the ability to filter events. The Bidder shall allow for enhancements to the filtering options
- Build in social media integration (share buttons, follow buttons, etc.)
- Integration of 3rd party form software
- Time sensitive information; the solution should provide a mechanism whereby specific content can be earmarked as being time specific, with that information rolling onto or off of the site at a time designated by a Content Editor/Pagemaster. Content editors should be able to view and maintain the content and change the time designations relevant to the content regardless of the status of the content.
- Website shall be archived for a period of five years

Additional Features:

- From a content management perspective, have the ability to choose templates that have differing functionality but similar appearance

- Provide style guide that all municipal departments can utilize to ensure a consistent appearance

3.2.3 Browser/Device Compatibility

Vendor shall build the website with compatibility in all major browsers including, but not limited to both current and past versions of Internet Explorer, Edge, Google Chrome, Firefox and Safari, mobile Safari, mobile Chrome. Additionally the website should function on the major OS's and devices including but not limited to Windows, Mac, iOS, Android.

Section 4: Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFP. The website working group will review the detailed criteria within the broad categories during the evaluation process. Note during the evaluation process the website working group will use "Model Evaluation Criteria, NJ ADC 5:34-4.2" through the decision making process.

Evaluation Criteria

- A. **Personnel:** The qualifications and experience of the vendor's management, supervisory, and key personnel assigned to this contract, including the candidates responsible for each of the positions/roles required.
- B. **Experience of Firm:** The vendor will have experience in designing attractive, easy to navigate websites. The vendor's documented experience in successfully migrating websites and completing contracts of a similar size and scope in relation to the work required by this RFP. Demonstrated financial stability while providing similar work to references provided.
- C. **Technical Proposal:** Ability of the firm to implement and perform the Scope of Work based on the presentation in its Technical Proposal. The vendor must indicate their timeline availability to begin the project, if awarded, after completion of the contract phase.
- D. **Location of Firm:** The location of the vendor must not hinder the ability to provide onsite training and support throughout the service contract.
- E. **Price:** Payment details to be finalized before signing contract. The final contract will contain the price/cost provisions agreed upon by the municipality and vendor.

Section 5: Required Forms

Proposal Document Checklist

Review and complete each of the attached forms. Provide one (1) original and (4) copies (each marked "Copy") of the complete proposal.

- ☐ Proposal Document Checklist
- ☐ Proposal Form
- ☐ Affidavit of Experience and Technology
- ☐ Insurance Requirements for Vendors and Contracts Doing Business with the Municipality of Princeton
- ☐ Business Registration Certificate and Sales Tax Requirements
- ☐ Mandatory Affirmative Action/Equal Employment Goal Compliance Attachment
- ☐ Americans with Disabilities Act of 1990 Appendix A
- ☐ Stockholder Disclosure
- ☐ Acknowledgement of Receipt of Addenda
- ☐ Non-Collusion Affidavit
- ☐ Form of Proposal (Bid) Bond
- ☐ Consent of Surety
- ☐ Statement of Ownership Disclosure
- ☐ Certification of Investment Activities in Iran
- ☐ Form of Agreement
- ☐ Form of Performance Bond

Form 1. Municipality of Princeton Web Design Proposal Form

We the undersigned propose to supply the following Web Design for the Municipality of Princeton.

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specifications and made part hereof:

Amount in words

\$

Amount in numbers (per price sheet)

Company Name

Federal ID # or Social Security #

Address

Signature of Authorized Agent

Date

Type or print name

Title

Telephone Number

Fax Number

E-mail Address

Form 2. Affidavit of Experience and Technology

The undersigned hereby represents that they meet the minimum requirements set forth below:

1. The location of the vendor must not hinder the ability to provide onsite training and support throughout the service contract.
2. The vendor affirms that they have provided website development to government agencies in the past 5 years and provides references below.

Agency Name	Project Title	Project Date	Reference Contact Information

3. Project Key Personnel

Name	Job Title

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4. Please provide your availability to begin the project, if awarded, after the execution of the contract. Number of days from contract execution to project commencement: _____

The undersigned vendor hereby certifies as follows:

Name of Vendor: _____

By: _____
(Signature) (Print Name)

Title: _____ Date: _____

Form 4. Insurance Requirements for Vendors and Contractors Doing Business with Princeton

Insurance; Hold Harmless.

a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured on such policies (except for Worker's Compensation and Professional Liability Insurance). CONSULTANT shall provide evidence it has procured insurance with the following minimum limits:

1. Worker's Compensation and Employers' Liability Insurance covering all of the CONSULTANT's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State and shall have an Employers' Liability Insurance limit of not less than \$1,000,000 per accident or for disease and \$1,000,000 per occurrence.

2. Commercial General Liability Insurance and Contractual Liability Insurance with a minimum \$1,000,000 combined single limit of liability per occurrence, and a \$1,000,000 annual aggregate. All liability coverages shall be on an occurrence basis.

3. Comprehensive Automobile Liability Insurance covering the CONSULTANT for claims arising from all owned, hired and non-owned vehicles with limits of not less than a combined single limit of \$1,000,000 for bodily injury and/or property damage per occurrence.

4. Professional Liability covering the CONSULTANT's acts, errors and omissions in its performance of professional services with policy limits not less than \$1,000,000 per claim and in the aggregate.

All certificates must provide for thirty (30) days prior written notice to the Municipality of policy cancellation or material change.

b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, as set forth more fully in the Agreement.

Form 5. Business Registration Certificate and Sales Tax Requirements

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Form 6. Affirmative Action/Equal Employment Goal Compliance Attachment for Procurement and Services Contracts, Including Professional Services Agreements

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause.

B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified

applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;

H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for

conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

As required by N.J.S.A. 10:2-1 (“Discrimination in employment on public works; contract provisions; set-aside programs”), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

Form 7. Americans with Disabilities Act of 1990 - Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

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Name of Vendor: _____

By: _____
(Signature) (Print Name)

Title: _____ Date: _____

Form 8. Stockholder Disclosure Certification

This Statement Shall Be Included with Bid Submission

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____ Home Address: _____

Name: _____ Home Address: _____

Name: _____ Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2017 _____
(Affiant)

(Princeton name & title of affiant)
(Corporate Seal)

(Notary Public)

My Commission expires: _____

Form 9. Acknowledgement of Receipt of Addenda

The undersigned hereby acknowledges receipt of the following Addenda:

Addendum Number (Initial)	Dated	Acknowledgement Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Form 10. Non-Collusion Affidavit

RE: PROPOSAL FOR: _____

STATE OF NEW JERSEY

SS:

COUNTY OF MERCER

I, _____ of the Municipality of _____
in the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____ the bidder
making the Proposal for the above named project, and that I executed the said Proposal with full
authority to do so; that said vendor has not, directly or indirectly, entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting
in connection with the above named project; and that all statements contained in said Proposal and in
this affidavit are true and correct, and made with full knowledge that the Municipality of Princeton relies
upon the truth of the statements contained in said Proposal and in the statements contained in this
affidavit in awarding the contract for the said project.

Subscribed and sworn to me this _____ day of _____, 2017.

Notary Public

(also type or print name of affiant under signature)

My commission expires:

Form 11. Form of Proposal Bond

(To accompany Proposal)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

(Name of Vendor)

as Principal; and

(Name of Surety)

as Surety, are hereby held and firmly bound unto the Municipality of Princeton, hereinafter referred to as the Owner, in the sum of:(\$) Dollars, for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ of _____, 2017.

The conditions of the obligations are such that whereas the Principal has submitted to the Owner a certain proposal, attached hereto and made a part hereof, to enter into a contract in writing for:

NOW THEREFORE,

- (a) If said proposal shall be rejected, or in the alternate,
- (b) If said proposal shall be accepted and the Principal shall execute and deliver a contract and Performance Bond in the form required in the Instructions (all properly completed in accordance with said proposal) within 10 days after the Owner has notified the Principal of the acceptance of his proposal, and shall in other respects perform the agreement created by the acceptance of said proposal, then this obligation shall be void; otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The surety, for the value received, hereby stipulates and agrees that its obligations shall in no way be impaired or affected by an extension of time within which the Owner may accept the proposal of the Principal; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Name of Vendor

Request for Proposal under Competitive Contracting
Web Design for the Municipality of Princeton

ATTEST:

By: _____
Signature

As to Principal (Secretary
Of Corporation)

Printed Name

SEAL

Title

As to Surety

Surety

By: _____
Signature

Printed Name

Title

(To be accompanied by the usual proof of authority of officers Surety Company to execute the same)

All sureties must be listed in the current U.S. Department of Treasury Circular 570.

Form 12. Consent of Surety

CONSENT OF SURETY

(Required Form)

RE: PROPOSAL FOR:

VENDOR: _____
SURETY: _____
ADDRESS: _____

PHONE: _____

The undersigned consents and agrees that if the Contract which is the subject of the above named proposal is awarded to the above named vendor, it will become bound as surety and guarantor for its faithful performance, and will execute a Performance Bond in the form specified in the Instructions, said Bond to be in an amount equal to one hundred percent (100%) of the Contract price and to be continued so as to indemnify the Municipality against loss due to the failure of the vendor to meet the stipulation of the Performance Bond, said Bond also to be in an amount equal to one hundred percent of the Contract price.

IN WITNESS WHEREOF, said surety has set its seal and caused these presents to be signed by its duly authorized officers this _____ day of _____, 2017.

ATTEST:

_____ SURETY: _____

By: _____

Signature

Printed Name

Title

Form 13. Statement of Ownership Disclosure

N.J.S.A. 52:25 24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all proposal submissions. Failure to submit the required information is cause for automatic rejection of the proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)
- ☐ Limited Liability Company (LLC)
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

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(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Municipality of Princeton is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Municipality to notify the Municipality in

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Web Design for the Municipality of Princeton

writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Municipality, permitting the Municipality to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Form 14. Certification of Investment Activities in Iran

PURSUANT TO P.L. 2012, c.25

STATE OF _____

ss:

COUNTY OF _____

I, _____ of the Municipality of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am authorized to execute this certification on behalf of the bidder/vendor submitting this proposal.

Pursuant to N.J.S.A. 40A:11-2.1, the undersigned hereby certifies, under the penalty of perjury, that neither the undersigned, nor any of its subsidiaries, parent companies or affiliates, as defined by N.J.S.A. 52:32-56e., is identified on the list created and maintained by the New Jersey Department of the Treasury, pursuant to N.J.S.A. 52:32-57b., as a person or entity engaging in investment activities in Iran as described in N.J.S.A. 52:32-56f. I understand that the list is maintained by the Department of the Treasury, and currently available at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

In the event the undersigned is unable to make the above certification because one of its subsidiaries, parent companies or affiliates has engaged in one or more of the activities specified in N.J.S.A. 52:32-56f., the undersigned shall provide to this municipality, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury.

(Also type or print name of affiant under signature)

Subscribed and sworn to

before me this _____ day of

_____, 2017.

Form 14. Form of Agreement with the Municipality of Princeton

FOR:

THIS AGREEMENT, made the day of , 2017, by and between

THE MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey, 08540 ("MUNICIPALITY")

and

("CONTRACTOR")

(Federal I.D. No.).

In connection with the CONTRACTOR's proposal, dated , and the MUNICIPALITY's notice of award of same, dated , MUNICIPALITY and CONTRACTOR hereby agree as follows:

1. Scope of Work

The CONTRACTOR hereby agrees to furnish the services specified in the Contract Documents in accordance with the terms of CONTRACTOR's proposal.

2. Time of Completion

A. The work to be performed under this Contract shall be commenced and completed as set forth in the Notice to Proceed to be provided by the MUNICIPALITY.

B. It is also agreed that the acceptance of the final payment by the CONTRACTOR shall be considered as a release in full of all claims against the MUNICIPALITY arising out of or by reason of performance or non-performance of the CONTRACTOR's obligations under this contract.

3. Contract Sum

Based upon the unit prices and/or lump sum set forth in the proposal, the amount of the Contract, subject to adjustments made in accordance with the Contract Documents is: _____.

4. Indemnification Agreement

The CONTRACTOR shall hold harmless, indemnify and defend the Municipality and its consultants, officers, employees and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses (including but not limited to attorney's fees) directly or indirectly arising out of, relating to, or in connection with the performance or nonperformance of the work required by the Contract Documents, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the CONTRACTOR or

its officers, agents, servants or employees and/or any other person or persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent. The CONTRACTOR's indemnification obligations shall not be limited by the amounts of insurance required to be carried by the CONTRACTOR under this Contract.

5. Payment to Contractor

In consideration of the CONTRACTOR's agreements set forth herein, the MUNICIPALITY hereby agrees to pay the CONTRACTOR for the work, when completed in accordance with the specifications at the unit prices or lump sum prices proposed for the respective items.

6. Contract Documents

The Contract Documents are incorporated herein and made a part hereof by reference. As used herein, "Contract Documents" shall be deemed to include CONTRACTOR's proposal and all documents and forms submitted therewith, Notice to Vendors, the RFP and all Instructions, all technical and general specifications, any addenda, any change orders and this Agreement. In addition, the Contract Documents as may be defined in the Instructions is also incorporated herein and made part hereof by reference.

7. Affirmative Action Regulations

The CONTRACTOR specifically agrees to comply with the affirmative action requirements set forth in the Instructions, which requirements are incorporated herein and made a part hereof by reference.

8. Insurance

The CONTRACTOR shall provide proof of insurance in the types and limits set forth in the Contract Documents, and shall maintain such insurance for the life of the Agreement.

9. This agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the MUNICIPALITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

MUNICIPALITY OF PRINCETON

By: _____

Kathleen Brzezynski, Clerk

Liz Lempert, Mayor

ATTEST or WITNESS:

(Contractor)

By: _____

Form 15. Performance Bond

(Required form)

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____

(Insert the name or legal title and address of the Contractor)

as Principal, and _____
(Insert the legal title of Surety)

a corporation organized and existing under the laws of the State of _____ as Surety are held and firmly bound unto the Municipality of Princeton as Obligee, in the full and just sum of _____ (Dollars) (\$ _____) lawful money of the United States of America, to be paid to the said Obligee or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

Whereas, said Principal has entered into a certain Contract with said Obligee, dated _____, 2017, (hereinafter called the Contract) for the _____ which Contract and the Contract Documents for said work shall be deemed a part hereof as fully as if set forth herein.

Now, therefore, the condition of the Bond shall be such that:

If the Principal shall well, truly and faithfully comply with and perform the Contract in accordance with the Contract Documents, at the time and in the manner provided in the Contract and in the Contract Documents, and if the principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal and if the Principal shall indemnify completely and shall save harmless the Obligee from any and all costs and damages which the Obligee may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee may incur by reason of any such default or failure of the Principal, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

The Principal and the Surety agree that any alterations, changes or additions to the Contract Documents, and/or any alterations, changes or additions to the work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes or additions to the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the Contract in accordance with the Contract Documents and/or any act of forbearance of either the principal or the Obligee toward the other with respect to the Contract Documents and the Contract and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Contract shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under the Bond; and the Surety, for value received does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Owner and the Principal participate in Alternate Dispute Resolution then the surety shall become a party thereto and be bound by the results of the Alternate Dispute Resolution.

Signed and sealed this day of , 2017.

ATTEST:

(Principal)

By: _____

(Title)

ATTEST:

(Surety)

By: _____

(Title)

(Power-of-Attorney, and certificate of authority certified and effectively dated, for person signing for surety company and a financial statement must be attached.)