

**Request for Proposals
2P12-017**

The City of Bristol, Connecticut is accepting Proposals for the following:

Website Content Management Tool

All submissions must be made in accordance with the specifications supplied by

The City of Bristol
Purchasing Office
111 North Main Street
Bristol, CT 06010



Submissions will be received until **11:00 am, September 8, 2011.**

Roger D. Rousseau
Purchasing Agent
Tel (860) 584-6195
Fax (860) 584-6171
<http://www.bristolct.gov/bids>

Request For Proposals 2P12-017

Website Content Management Tool

The City of Bristol is seeking proposals for the provision of a website content management tool, including implementation of an updated design, migration of existing content into new content management tool, and training for use by users in various departments.

The scope of services and proposal submission documents are available from
the City of Bristol
Purchasing Department
111 North Main Street, Second Floor
Bristol, CT 06010

between the hours of 8:30 am and 5:00 pm Monday through Friday, or by downloading from the website noted below.

Proposal submissions will be accepted by the Purchasing Department until September 8, 2011 at 11:00 am; submissions received after this date and time will not be considered. The City reserves the right to waive any informalities in any submission, to reject any and/or all submissions, and to accept the proposal(s) that in its judgment is in its best interest. Each submission shall contain one original and five copies as well as one copy via compact disk or USB drive (pdf or similar standard readable format), and shall be in a sealed envelope or package clearly identified as "RFP 2P12-017 Website Content Management Tool" delivered to the address noted above.

Roger D. Rousseau
Purchasing Agent, City of Bristol
Tel (860) 584-6195
Fax (860) 584-6171
<http://www.bristolct.gov/bids>

r/a August 17, 2011

City of Bristol, Connecticut
RFP 2P12-017
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REQUEST FOR PROPOSALS CITY OF BRISTOL, CONNECTICUT

2P12-017

Website Content Management Tool

I. PROJECT SPECIFICATIONS

1. INTRODUCTION

The City of Bristol, as a municipality, has the need for a single point of reference via the internet to share information on City resources and programs. The City currently has a web site that shares some general information; the information is generally fixed in nature, and does not include calendars or communication methods. Files are typically accessible for download (job applications, permits, ordinance changes, requests for bid, etc.) as pdf files, as uploaded by user departments. The Board of Education will continue to maintain an independent web site that will be linked to the City's web site. The City has approximately 400 desktop computers and about 20 servers. The City of Bristol (and the Bristol Public Schools) has a citywide wide-area network that connects 23 facilities with a combination of frame-relay circuits and fiber optics. Within each facility there is a local-area network that provides 100MB switched Ethernet connections to desktop computers and servers.

2. SCOPE OF SERVICES

The City needs design services to update its web page, for both internet and intranet. The ultimate goal is to allow for easier use by City departments, leading to improved appearance and better information available to constituents. Several departments have information systems that provide data access to the general public (Assessor, Tax Collector, Parks, Public Works); it is not the intent of this RFP to incorporate any "front-ends" to any systems.

The following factors should be considered in the development of any design:

AUDIENCE

- Local community
- Business community – Wall Street (bond ratings), contractors
- City departments
- Must keep common design concepts throughout navigation.

LINKS

- Board of Education
- Bristol Water Department

GENERAL

- Must be able to read on all browsers in all versions
- Home page must be able to load in 20 seconds at 28.8K
- Sub pages must be able to load within 20 seconds
- Must use minimal animation tools

MAINTENANCE

The vendor shall provide maintenance on the website, to maintain readability on all browsers in all versions. Maintenance is assumed to include testing, corrective measures and update to ensure appropriate viewing, and is assumed to be provided whenever corrective measures are needed, with a minimum of quarterly testing. Maintenance is not assumed to include content update. Please include in your proposal your cost for continuing maintenance of the web site.

HOSTING

The City currently uses a self-hosted solution. The City does not express a preference for either a hosted or self-hosted solution.

IMPLEMENTATION

Implementation shall include migration of existing departmental sites into new tool.

Selected vendor shall provide up to four (4) training classes, anticipated to be four hours long per session.

CONTENT UPDATE

Departments are not expected to require assistance in content updates, or in addition of new pages after the approved design is moved into production. The software is expected to be sufficiently intuitive to allow for content management to be performed by City staff within various departments.

PRELIMINARY SUMMARY OF PRIMARY CONTENT

- Communication to and from Mayor/City Council/Boards
- Calendar of events
- Tourism highlights
- Park programs
- Library programs
- Youth programs
- Service fee listings
- Community update messages
- Committee meeting minutes
- Community meeting schedules
- Policies and/or procedures
- Annual budget and/or audit reports
- Businesses in the community – ESPN, Theis, etc.
- Job postings
- Bids and contracts

PRELIMINARY CONTENT TREE

- Officers –
 - Mayor
 - Council
 - Boards
- Tourism highlights
- Statistics page – mill rate, average assessment, education ranking, etc.
- Department pages (assume an average of four pages per department)
 - Public Works
 - Finance
 - Library
 - Police
 - Fire
 - Purchasing
 - Personnel
 - Etc.
- Calendars
 - Community calendar
 - Committees calendar
- Public communications pages
 - Communications to community
 - Mayor's message
 - Meeting minutes

3. SYSTEM REQUIREMENTS

- Must be capable of full operation within IE versions x through x, Firefox versions x through x, Google Chrome versions x through x.
- Must be capable of providing a standard template and up to five (5) alternate templates; templates shall be capable of being modified by City staff.
- Must be capable of navigating in mode consistent with Windows Explorer.
- Must be capable of establishing audit trails for modifications to pages.
- Must be capable of capturing information on users that download documents, if such criteria is established at the time of upload.
- Must be capable of defining approval levels for management of content and documents; content shall include the ability to have approval by department heads, and templates shall include the ability to have approval by MIS staff.
- Must be capable of accommodating Java scripts for imbedded links.

4. RESOURCES AVAILABLE

The City will make available to the awarded firm existing structures as may be related to the project: The City will additionally provide other information in its possession as may be needed by the consultant, if such information is currently and readily available.

5. PROJECT SCHEDULE

The following is the proposed schedule for the selection process and work program:

Date of RFP Issuance	August 15, 2011
Submittals due	September 8, 2011
Interviews conducted (if necessary)	September 29, 2011
Recommendation of Contract Award	October 11, 2011
Contract finalized by	October 28, 2011

II. SUBMISSION REQUIREMENTS

1. SUBMISSION DUE DATE

Proposals will be accepted at the City of Bristol Purchasing Office, 111 North Main Street, Bristol, Connecticut, 06010 until **11:00 am, September 8, 2011**. Proposals received after that time will not be considered. Proposals may be withdrawn 120 days after opening if no award has been made.

The City may invite a short list of responding firms for an interview based upon its review of the written submissions. Your firm should have **Thursday, September 29, 2011** available if selected for an interview; your firm will be notified no later than **Friday, September 23, 2011** if your firm is selected.

Unless otherwise indicated, proposals that are submitted are assumed to be valid for ninety (90) days from the date that proposals are due.

2. DIRECTIONS FOR WRITTEN SUBMISSION

Interested firms are required to submit **one original and five (5) copies as well as one copy via compact disk or USB drive (pdf or similar readable format)** of the proposal to Roger Rousseau, Purchasing Agent, no later than the date and time noted above. Submittals shall consist of the following:

- a. A transmittal letter signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and any cost projection included will remain in effect for 90 days after the due date.
- b. A concise and complete description of the work to be performed, including:
 1. A complete description of the system proposed by your firm, specifically addressing how the system meets and/or exceeds the requirements listed within this RFP.

2. A detailed work program and time schedule for the project.
 3. A list of personnel who will be assigned to the project, including resumes for professionals expected to provide at least 20% of the person hours on the project. Support staff contracted by your firm for this project should additionally be included for review and consideration.
 4. A description of similar projects which your firm has been involved in, including references.
 5. A summary of your firm as outlined in Section II.3 of this document.
- c. A fee schedule for the system, including software costs, hardware costs (if applicable), training, implementation, and continuing support fees for a period of five (5) years. The fee schedule shall also define methodology for adjustments to annual fees subsequent to the five year term (e.g. adjustment to the prior year, not exceeding CPI). If your firm is selected for an interview, and as a result of the interview certain clarifications and adjustments need to be made to the fee schedule submitted, your firm will be allowed to adjust the fee schedule submitted, if so directed by the City.

Submittals shall be delivered to the City of Bristol Purchasing Department, 111 North Main Street, Bristol CT 06010, clearly marked as "2P12-017 Website Content Management Tool". Interested firms are reminded that the City of Bristol is subject to the provisions set forth in the Freedom of Information Act; proposals submitted to the City are not excluded as proprietary information. If financial data intended to be confidential is submitted as part of your firm's submission, said financial data shall be sealed in a separate envelope clearly marked as "Confidential – Financial Data". Fee schedules offered to the City are not considered confidential financial data.

3. VENDOR INFORMATION

A. Vendor Overview

Please provide the following:

- The name and location of your company, including the office location that will be serving the City.
- A brief general description of your business.
- The number of years your company has been in business.
- Is your company a subsidiary of another corporation? If so, what is the name of the parent company?
- The number of personnel employed by your company (please include the number of staff dedicated to provide requested services).
- The primary line of business of your firm.

B. Client Base

Provide specific reference information for three clients you have served, relevant to the work proposed, to include:

- Client name and location
- Starting date of service
- Contact name, title and telephone number

The references must be relevant to service in the last forty-eight (48) months, and shall include specific details on how the project represents a project of similar scope. Information on your firm's specific role must be included.

4. ADDENDA

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following website:

<http://www.bristolct.gov/bids>

This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Bristol does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.

Questions regarding this document shall be referred to Roger D. Rousseau at (860) 584-6195 or at <rogerrousseau@bristolct.gov>.

A summary of all questions and answers will be made available to each firm if they might influence the award of the contract.

5. EVALUATION CRITERIA

Selection of firm(s) will be the responsibility of a committee consisting of designated representatives. The evaluation will be based upon the written submittals and selected presentations and interviews. The factors which will be evaluated include the following:

- a. Proposed cost.
- b. Ability to accommodate requirements for the system as defined within this RFP.
- c. Ease of use for the proposed system.
- d. The firm's ability to sufficiently support continued use throughout the useful life of the system.
- e. The firm's ability to sufficiently address implementation (including migration) and training needs.
- f. The firm's schedule and its ability to perform the work in a timely manner.
- g. Clarity, organization, and effective presentation of submittal.
- h. Review of references listed.

The City may invite a short list of responding firms for an interview based upon its review of the written submissions. The interview may include an onsite demonstration of the software. **Your firm should have September 29, 2011 available** if selected for an interview.

Final recommendations regarding award of contract(s) for services will be made after the City and firm(s) have negotiated reasonable fee schedule(s) for services to be provided, and have concurrence on the methods to be used for payment for services rendered.

III. CONTRACT CONSIDERATIONS

1. EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age.

Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

2. INDEMNIFICATION

The awarded firm agrees to indemnify, defend, and save harmless, the City of Bristol, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the awarded firm resulting from the performance of this contract, except to the extent caused by the negligent acts of the City of Bristol or its officers, agents or employees.

The City, as a sovereign government, cannot indemnify businesses or individuals.

3. INSURANCE

Prior to the execution of any contract, the City of Bristol requires that any awarded contractor providing materials, equipment or services to the City, must provide to the City a certificate of insurance (Acord or other approved format) naming the City of Bristol as additional insured, for the following:

- General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.
- Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.
- Professional Liability, in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate.
- Worker's Compensation as defined in the Connecticut General Statutes.

Any subcontractor to a contracted firm shall be likewise covered, and shall furnish certificates of coverage acceptable to the City before starting work.

The awarded firm shall maintain professional liability insurance until the expiration of the statute of limitations. In the event there is no statute of limitations specifically applicable to this project, the awarded firm shall maintain coverage for a reasonable period after the date of substantial completion of the project as agreed to by the City and the awarded firm.

4. INVOICING AND PAYMENT

Invoices shall be paid promptly by the City unless any items thereon are questioned, in which case payment will be withheld pending verification of amount claimed and the validity of the claim. Standard payment terms are Net 30 Days from receipt of properly executed invoice(s). The City cannot make payments for "execution of contract" (payments due upon contract signing).

5. TERMINATION PROVISIONS

Subject to the provisions below, the contract may be terminated by either party, upon thirty (30) days' advance notice to the other party, but if any work or services hereunder are in progress, but not completed, as of the dated of termination, then this contract may be extended upon written approval by the City until said work or services are completed and accepted.

A. Termination For Convenience

In the event that the contract is terminated or canceled upon request and for the convenience of the City, without the required thirty (30) Days' advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

B. Termination For Cause

Termination by the City for cause, default or negligence on the part of the Bidder shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days' advance notice requirement is waived in the event of termination by cause.

6. AWARD CONSIDERATIONS

The City may reject any or all proposals or submittals for such reason as it may deem proper. In acceptance of proposals or submittals, the City will be guided by consideration of the interests of the City. The City also reserves the right to negotiate further with one or more of the firms as to any features of their proposals or submittals and to accept modifications of the work and price when such action will be in the best interests of the City.

Firms selected for interview will be provided with the content of the interview panel; the selected firms will be required to submit affidavits relating to their relationship(s) with members of the panel. The names of interview committee members will be released solely for the purpose of preparation of affidavits; the selected firms shall not directly contact the panel members prior to immediately following the interview process.

The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Bristol is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interests of the City.

Unless otherwise noted within a proposal, proposals received in response to this document, including proposed fee schedules, are assumed to be valid and binding for one hundred and twenty (120) days from receipt of the proposal. If award is not made within such time, the proposal can be deemed to be either no longer valid, or can be extended with mutual consent of the City and the firm submitting the proposal.

The awarded firm grants to the City full ownership of any instruments of service (i.e. deliverable materials and/or data) provided through any resultant contract award.

Attached to this RFP is a sample contract; it is assumed that the selected firm will be required to execute a contract, in substantially the same form, in lieu of the firm's standard agreement.

**REQUEST FOR PROPOSALS
CITY OF BRISTOL, CONNECTICUT 06010**



**2P12-017
Website Content Management Tool**

Due Date: 11:00 am, September 8, 2011

City of Bristol
Purchasing Office
111 North Main Street
Bristol, Connecticut 06010

In accordance with the City's requirements, the undersigned agrees to provide services as defined herein.

The undersigned is familiar with the conditions surrounding this Request for Proposals, is aware that the City reserves the right to reject any and all proposals, and is making submission without collusion with any other person, individual or corporate.

Witness

Signature

Company Name

Printed Name

Address

Title

Town

State Zip

Date

Federal ID #

Telephone Number

Email address

Fax Number

RETURN THIS FORM IMMEDIATELY!

City of Bristol, Connecticut
Acknowledgment: Receipt of RFP Documents

**Request For Proposals 2P12-017
Website Content Management Tool**

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit proposals.

Date issued: August 17, 2011
Date documents received: ____/____/____
Do you plan to submit a response? Yes____ No____

Print or type the following information:

Company name: _____
Address: _____
City or Town: _____
Phone: _____
Fax: _____
Email: _____
Received by: _____

**Note: Faxed acknowledgments are requested!
FAX (860)584-6171
A cover sheet is NOT necessary.
IMPORTANT: DO NOT FAX PROPOSALS.
PROPOSALS MUST BE SUBMITTED IN SEALED PACKAGES**

**CITY OF BRISTOL
PURCHASING DEPARTMENT
111 NORTH MAIN STREET
BRISTOL, CT 06010**

Proposal Check List

This form need not be returned with your submittal. It is suggested that you review and check off each action as you complete it.

- ___ 1. The proposal has been signed by a duly authorized representative of the company.
- ___ 2. Any fee schedule you have offered has been reviewed and verified.
- ___ 3. Standard payment terms are net 30 days. Net terms for periods less than 30 days may result in proposal rejection. (You may offer cash discounts for prompt payment).
- ___ 4. Any technical or descriptive literature, drawings or proposal samples that are required have been included with the proposal.
- ___ 5. Any addenda to this document have been acknowledged and included.
- ___ 6. The envelope has been addressed to:
City of Bristol Purchasing Department
2P12-017 Website Content Management Tool
111 North Main Street
Bristol, CT 06010
- ___ 7. The envelope has been clearly marked with the proposal number and opening date.
- ___ 8. If additional copies are required as part of your response, make sure the original is clearly marked.
- ___ 9. The proposal is mailed or hand-delivered in time to be received no later than the designated opening date and time. Late responses are **NOT** accepted under any circumstances. Faxed responses are not accepted. Please allow enough time if mailing your proposal.



CITY OF BRISTOL, CONNECTICUT NON-COLLUSION CERTIFICATION

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities, as defined in Sec. 2-129(b) of the Bristol Code of Ordinances to any official or employee of the City of Bristol responsible for awarding or administering this bid or contract.

Please complete and sign

Legal Name of Bidder: _____

Business Address: _____

Name of Authorized Agent _____ Title: _____

Phone: _____ Fax: _____

Signature: _____ Date: _____

Employment Information Form



City of Bristol
Workplace Analysis Affirmative Action Report
Employment Information Form

Purchasing Department
111 North Main Street
Bristol, CT 06010

Company Name Street Address City State Zip	Contact Person	Phone Number	Date
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Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

JOB CATEGORY	A. OVERALL TOTALS (sum of all columns, B-F Male & Female)	B. WHITE (not of Hispanic origin)		C. BLACK (not of Hispanic origin)		D. HISPANIC		E. ASIAN/PACIFIC ISLANDER		F. AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officers/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service workers											
TOTALS ABOVE											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
If CT based, do you post all employment openings with the State Of CT Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Describe your recruitment, hiring, training and promotion anti-discrimination practices.	

WEB CONTENT MGMT SOFTWARE Software License Agreement

Licensee: City of Bristol, Connecticut

Software: As per Exhibit B

Maximum Users: As per Exhibit B

<Web Content Mgmt Software Provider>, hereinafter referred to as "Licensor", grants the Licensee named above, hereinafter referred to as "Licensee", the right to use the Licensor software and documentation named above, subject to the terms and conditions stated below. All terms and conditions of this agreement shall apply to any and all versions and updates of the software and documentation.

USE: Licensee will use the software and documentation only for its own purposes. Licensee will not permit use of this software and documentation by any other party unless the other party has obtained a license from Licensor granting the other party a right to use the software and documentation.

Licensee may not use, copy, modify, or transfer the software and/or documentation, or any copy, modification or merged portion, in whole or in part, except as expressly provided in this license. If Licensee leases, rents or transfers possession of any copy, modification or merged portion of this software and/or documentation to another party, this license is automatically terminated.

TERM: This license takes effect upon payment in full of all applicable charges, and is effective until terminated. Licensee may terminate it at any time. This license will also terminate if Licensee fails to comply with any term or condition of this Agreement. Licensee agrees upon such termination to destroy any onsite program (if applicable) provided by the Licensor that is subject to the terms of this Agreement.

LIMITED WARRANTY: The software and documentation is provided "as is", including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Risks as to the quality and performance of the software and documentation is with Licensor.

Licensor does not warrant that the functions in the program will meet Licensee's functionality or that the operation of the program will be uninterrupted or error free.

Licensor warrants any media on which a program is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to Licensee.

LIMITATIONS OF REMEDIES: Licensor's liability and Licensee's remedy shall be: Licensor will replace any media not meeting Licensor's "Limited Warranty" and which is returned to Licensor within ninety (90) days from the date of delivery, or Licensee may terminate this agreement within ninety (90) days from the date of delivery of software and documentation to Licensee by returning all software and documentation to Licensor, at which time Licensee fee will be refunded.

GENERAL: Licensee is responsible for enforcing the terms and conditions of this Agreement within its origination and agrees to take all appropriate actions with its employees or other persons permitted access to the software and documentation to satisfy its obligations with respect to use, protection and security of the software and documentation. If Licensee transfers the software and/or documentation to any other party without express written permission from Licensor, Licensor shall be entitled to recover from Licensee reasonable cost and other necessary disbursements required to recover software and/or documentation from the other party. If such transfer is made in a willful and deliberate manner, Licensor shall be entitled to equitable relief as well as money damages.

The terms, conditions and warranties herein extend only to Licensee and cannot be assigned or altered.

This agreement will be governed by the laws of the State of Connecticut.

The undersigned acknowledges that he has read the agreement, understands it, and agrees to be bound by its terms and conditions. He further agrees that it is the complete and exclusive statement of the agreement between Licensor and Licensee which supersedes any proposal or prior agreement, oral or written and any other communications between Licensor and Licensee relating to the subject matter of this agreement. He further warrants that he is acting as a duly authorized representative of Licensee.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this _____th day of _____, 2011.

Signed in the presence of:

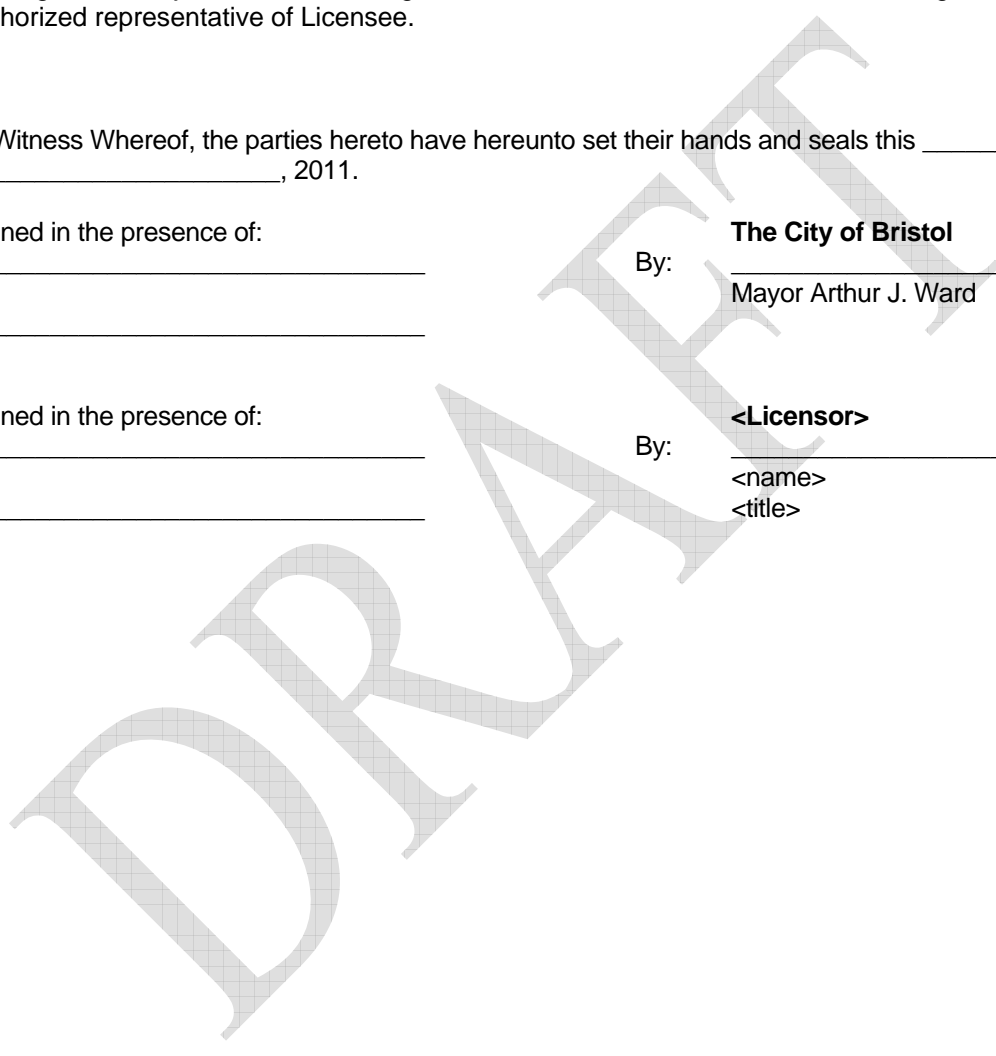
By: **The City of Bristol**

Mayor Arthur J. Ward

Signed in the presence of:

By: **<Licensor>**

<name>
<title>



Technical Support Service Terms and Conditions

TERM: The term of this agreement shall be for annual periods corresponding to the use of the software.

SCOPE: This agreement provides support by telephone only to the Licensor and for the products purchased or licensed from Licensor. If a third-party software product is included as part of the products licensed, Licensor may defer support for this software to the specific software vendor, but is responsible for coordinating services with said software vendor.

Updates to the Licensor provided software and documentation covered by this agreement, and released during the term of the agreement, will be provided to the customer at no additional charge. During the term of this agreement, customer shall be included as a member of the Licensor User Group and thus entitled to attendance at any scheduled User Group meetings and a copy of all newsletters.

STANDARD HOURS OF SERVICE: This agreement shall provide telephone support service from 8:30 a.m. through 5:00 pm EST Monday through Friday (excluding holidays). The first available technical support representative will return support calls received during standard hours, within two hours. Support calls placed at night or on weekends or holidays will be held until the next business day.

BILLABLE EMERGENCY SERVICE: Calls for support received between 5:00 pm and 8:30 am EST or on weekends or holidays will not be returned until the next business day unless the System Manager for the Licensor requests billable emergency service, which will be invoiced at \$200 per incident.

CUSTOMER RESPONSIBILITIES: Customer agrees to designate and train at least one person as "System Manager" and to strive to direct all requests for support through that person. In the event that the designated "System Manager" is replaced, it is the Customer's responsibility to designate a new "System Manager" and provide training for the new "System Manager" to a level of demonstrated operational competency.

SOFTWARE SUPPORT COVERAGE LIMITATIONS: Licensor's Technical Support Service is primarily focused on providing support for Licensor supplied systems and custom applications. Third-party software support is limited to answering questions concerning the use of the software and does not include providing fixes by the Licensor; however, the Licensor is responsible for coordinating support for third-party software product, if provided as part of the Licensor's system. For third-party software such as Novell Netware, Windows, Microsoft Word, etc., Licensor will provide support as it relates to the administration and usage of the Licensor software system.

EXCLUSIONS: Licensor's obligation to provide technical support hereunder is contingent upon the proper use of the software. Licensor shall not be obligated to provide technical support service under this agreement because of

- (a) modifications, whether made or attempted, to software;
- (b) Acts of God, fire, flood earthquake, lightning strikes, war, nuclear disaster or other such causes beyond the reasonable control of Licensor.

TERMINATION OF SERVICE: Subject to the provisions below, the Contract may be terminated by either party, upon thirty (30) days' advance notice to the other party, but if any work or services hereunder are in progress, but not completed, as of the date of termination, then this Contract may be extended upon written approval by the City until said work or services are completed and accepted.

- A. Termination for Convenience

In the event that the contract is terminated or canceled upon request and for the convenience of the City, without the required thirty (30) Days' advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

B. Termination For Cause

Termination by the City for cause, default or negligence on the part of the Consultant shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days' advance notice requirement is waived in the event of termination by cause.

Licensor reserves the right to discontinue support for any hardware and/or software which, in the opinion of Licensor, has become unsupported, and shall refund the unused portion of support fee, less

- (a) any time and expenses incurred prior to discontinuance and
- (b) any other outstanding invoices, when support service has been terminated.

Possible reasons for termination include, but are not limited to:

- (a) failure of customer to obtain adequate training for the use of Licensor's software;
- (b) a physical, hardware and/or software environment at a customer site which is inadequate for the efficient and reliable performance of Licensor's products;
- (c) alterations, modifications, or additions to hardware and/or software environments made without Licensor's written approval.

In the event the customer becomes more than 90 days in arrears on any invoice(s) issued by Licensor, Licensor may terminate this agreement and apply any unused portion toward payment of the invoices in arrears.

NEW RELEASES

There shall be no cost for new releases.

ANNUAL MAINTENANCE COSTS

The costs associated with annual maintenance and support for Year 1 are included as part of the system costs defined within the Master Purchase Agreement.

The costs associated with annual maintenance and support shall be \$X,XXX.xx per year, payable within thirty days of the anniversary date for system acceptance. Such cost shall remain for years two through five, with the fifth year assumed to be approximately July 2016 through June 2017, contingent upon actual system acceptance.

The costs associated with annual maintenance and support for years subsequent to year five shall be adjusted on an annual basis, with cost adjustments not exceeding the Consumer Price Index (CPI-U) for the previous twelve month term, or 5 percent, whichever is greater.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this _____th day of _____, 2011.

Signed in the presence of:

By: **The City of Bristol**

Mayor Arthur J. Ward

Signed in the presence of:

By: **<Licensor>**

<name>
<title>

**<WEB CONTENT MGMT SOFTWARE PROVIDER>
MASTER PURCHASE AGREEMENT**

THIS AGREEMENT is entered into between <Web Content Mgmt Software Provider>, <address>, <City>, CT 06010, hereinafter referred to as Licensor, and the City of Bristol, Connecticut, hereinafter referred to as Licensee.

THE PARTIES AGREE AS FOLLOWS:

STATEMENT OF WORK: Licensor agrees to sell and Licensee desires to acquire the products described herein. This Master Purchase Agreement will cover the present sale as well as any subsequent sales of Products to Licensee by Licensor.

PURCHASE ORDER: A purchase order or equivalent document authorizing procurement of the hardware, software and services itemized below, and indicating to whom invoices should be submitted, shall accompany this contract.

PAYMENT:

Software (total costs \$X,XXX.xx):

Payment in the amount of 10% of software license costs shall be made upon full access of application into a test environment \$X,XXX.xx

Payment in the amount of 50% of software license costs shall be made upon completion of data conversion \$X,XXX.xx

Payment in the amount of 30% of software license costs shall be made upon completion of successful testing of integration between Licensor software and Fires software \$X,XXX.xx

Payment in the amount of 10% of software license costs shall be made upon acceptance \$X,XXX.xx

Conversion (total costs \$X,XXX.xx):

Payment in the amount of 50% of conversion costs shall be made upon completion of data conversion \$X,XXX.xx

Payment in the amount of 50% of conversion costs shall be made upon acceptance \$X,XXX.xx

Total all payments: **\$X,XXX.xx**

Licensor may, without liability, suspend performance or cancel this Agreement if Licensee is in default with this Agreement or any other agreement with Licensor. Where deliveries are scheduled in installments, Licensee shall pay invoices per the above terms when due for each installment. Licensee shall pay interest on all amounts not paid when due at the rate of 1.5 percent per month or the highest lawful rate, whichever is less. The balance due on each item shall become due and payable 30 days from the date of invoice or from the completion of the service, whichever is later.

DELIVERY: Licensor shall assume responsibility for delay in deliveries. Licensor will arrange for shipment of any required materials. All transportation charges for shipped materials shall be paid by Licensor at Licensor's sole expense.

TRAVEL EXPENSES: Travel and lodging expenses will not be reimbursed for travel to and from Bristol.

SOFTWARE INSTALLATION: Licensor or its subcontractors will provide all software required under this agreement.

TRAINING: Licensor will provide on-site training in the use of software provided under this agreement, if training is included as part of the contract; offsite training is not permitted.

SOFTWARE: All Software is provided subject to the provisions of the Software License Agreement.

Custom modifications requested by the Licensee to the Licensor developed software are considered at the sole discretion of Licensor, and any such modifications will be negotiated separately from this Agreement and may be at additional cost to the Licensee.

SYSTEM SUPPORT: Licensor will provide technical support services for the software products provided in this agreement and as outlined on the attached Technical Support Service Terms and Conditions. Technical support services will be made available to Licensor for the duration of this Agreement.

FORCE MAJEURE: The parties to this Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by Act of God, fire, strike, power outages, loss or shortage of transportation facilities, lock out or commandeering of materials, products, plans or facilities by the government when satisfactory evidence thereof is not due to the fault or neglect of the party not performing.

ENTIRE AGREEMENT: The Agreement, Software License Agreement(s), and Technical Support Service Terms and Conditions, Request For Proposals 2P12-017 as issued by the City of Bristol, identified herein as Exhibit A, the proposal submitted to the City of Bristol by Licensor, identified herein as Exhibit B, and Pricing Schedule, identified herein as Exhibit C, contain all the terms and conditions of this transaction.

WARRANTY:

- A. Except as noted below, Licensor warrants that
- (i) Licensor developed software furnished by Licensor constitutes an accurate manufacture of Licensor's software, and
 - (ii) Licensor will replace any Licensor developed software proven to be defective for a period of 90 days, provided that the Licensee gives written notice of such defect to Licensor within 30 days of purchase.
- Technical support will be provided to assist with the repair of any defective software. In the event that on-site support is required by Licensor personnel, the Licensee will not be subject to additional billing for any labor, travel, material and other expenses incurred.
- B. The above warranties extend only to Licensee and shall not be assigned or altered except in writing signed by an authorized representative of Licensor. The above warranties are contingent upon the proper use of the hardware and/or software, and do not apply to hardware and/or software on which the original identification marks have been removed or altered, and do not apply to defects or failures due to
- (i) accident, neglect or misuse;
 - (ii) failure or defect of electrical power, external electrical circuitry, air conditioning or humidity control;
 - (iii) the use of items not provided by Licensor;
 - (iv) unusual stress or Acts of God,
 - (v) any party other than Licensor modifying, adjusting, repairing, servicing or installing the hardware and/or software.
- C. All warranties in this Agreement apply only to Licensor developed software. Non-Licensor equipment and/or software is sold subject to the warranties and limitations of the manufacturer, and Licensor makes no representations as to whether those warranties or limitations will extend or apply to Licensee. Licensor will provide a 90-day labor warranty on Licensor provided equipment and non-Licensor developed software. Licensor shall not be the agent of any other manufacturer, nor will Licensor warrant or assume liability for any items produced by other manufacturers.

LIMITATION OF REMEDY AND LIABILITY:

- A. Remedy and Liability: In the case of a Licensor product proven to be defective, Licensor's entire liability and Licensee's exclusive remedy shall be, at Licensor's option, either
- (i) replacement of the defective product; or
 - (ii) return of the price paid for the defective product.

ACCEPTANCE: Items shall be deemed accepted by Licensee upon successful operation using Licensor's then standard procedures and diagnostic test programs, with verification of actual data usability as converted by Licensor.

SUBSTITUTIONS AND MODIFICATIONS: Licensor reserves the right to make substitutions and modifications in the design and/or specifications of items provided by Licensor, providing that such substitutions or modifications do not materially and adversely affect performance of the item.

RETURN POLICY: If Licensee cancels an order or portion of an order, Licensor will accept a hardware or software product return only with prior advance authorization from Licensor, and (i) only if allowed by the appropriate vendor, (ii) only if the product has not been opened, and (iii) only if the product's seal has not been broken. Upon receipt of the returned product(s) Licensor will credit the Licensee the purchase price less a restocking charge of 25% (or a restocking fee greater than 25% and as defined by the appropriate vendor) of the purchase price. It shall be the Licensee's responsibility to pay for all return shipping fees to Licensor for the returned product(s). Licensor will not authorize any returns for products that have been opened and/or have damaged product seals. In light of this policy, it is the Licensee's responsibility to validate the make and model number indicated on the package exterior before opening any hardware or software products.

CANCELLATION: If Licensee cancels any order or if Licensor cancels any order due to (i) Licensee's failure to comply with any of the terms and conditions of this Agreement or (ii) Licensee's failure to maintain credit, Licensee agrees to reimburse Licensor for all costs incurred by Licensor as a result of the cancellation of the order. Any delay in scheduled delivery caused by Licensee may be treated as a cancellation at Licensor's option.

GENERAL: Licensor shall have no obligation under an order placed under this Agreement until a written acceptance thereof is dispatched to Licensee by a duly authorized agent of Licensor.

The terms and conditions of this Agreement shall prevail notwithstanding any variations or additions contained in any order or other document submitted by Licensee and Licensor hereby rejects all variations and additions. No modification, termination, extension, renewal or waiver of, nor addition to the Terms and Conditions of this Agreement shall be binding on either Party unless specifically set forth in writing signed by an authorized representative of both Parties. This Agreement shall be governed by the laws of Connecticut. Licensee shall neither assign any right nor delegate any obligation under this Agreement and any attempted assignment or delegation shall be void.

This Agreement, the City of Bristol's Request For Proposals ("RFP"), entitled 2P12-017, a copy of which is attached hereto marked as Exhibit A, and the Licensor's proposal dated September 8, 2011, a copy of which is attached hereto marked as Exhibit B, and Pricing Schedule, a copy of which is attached hereto marked as Exhibit C, and made a part hereof, comprise the complete and exclusive statement of the agreement between the parties and supersedes all prior oral and written communications, proposals, agreements, representations, statements, negotiations and undertakings between the parties with respect to items ordered hereunder.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this _____th day of _____, 2011.

Signed in the presence of:

By: **The City of Bristol**

Mayor Arthur J. Ward

Signed in the presence of:

By: **<Licensor>**

<name>
<title>

This Contract was approved by vote of the City Council of Bristol, Connecticut on the XXth day of XXXX, 2011.

City Clerk

Approved as to Technical Content:
MIS Department
By _____
Scott Smith, MIS Manager

Approved as to Appropriation:
Board of Finance, city of Bristol
By _____
Richard Miecznikowski, Chair

dated _____ 2011

dated _____ 2011.

Approved as to form:
Office of Corporation Counsel
By _____

dated _____ 2011

State of Connecticut)
) ss. Bristol
County of Hartford)

On this the _____ day of _____, 2010 before me, the undersigned officer, personally appeared **Arthur J. Ward**, who acknowledged himself to be the **Mayor** of the **City of Bristol**, a municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

In Witness Whereof, I have hereunto set my hand.

Commissioner of the Superior Court
Notary Public

State of Connecticut)
) ss. Bristol
County of Hartford)

On this the _____ day of _____, 2011 before me, the undersigned officer, personally appeared **<name>** who acknowledged himself to be **<title>** of **<Web Content Mgmt>**, a corporation, and further acknowledged that said Corporation is incorporated in the State of Connecticut, and is now in good standing, and that he as such **<title>**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as **<title>**.

In Witness Whereof, I have hereunto set my hand.

Commissioner of the Superior Court
Notary Public