

# REQUEST FOR PROPOSALS

## Website Redesign

*Northeast Georgia Regional Commission*

**305 Research Drive, Athens, GA 30605**

IS ISSUING THIS REQUEST FOR PROPOSALS (RFP) FOR REDESIGN OF THE [www.negrc.org](http://www.negrc.org) website.

Inquiries for Technical Information should be directed to:

**NEGRC Special Projects Consultant, Susan Boatwright, 305 Research Drive, Athens, GA 30605 (706) 255-2250, boatwrightsusan@gmail.com**

Completed proposals must be received at the address shown above by **June 8, 2018 at 5:00 PM**. Proposals must be received by the date and time specified. Late proposals will be disqualified. In order to be considered for selection, vendors must submit a complete response to the RFP. Incomplete proposals may not be considered if the omissions are determined to be significant.

Proposals must be submitted in three parts:

- (A) One (1) complete signed original of the Request for Proposals (signatures are required below and at the end of Attachment A);
- (B) Five (5) copies of the Technical Proposal; and
- (C) One (1) original of the Cost Proposal.

The Cost Proposal must be submitted in a sealed envelope which specifies on its face the name of the vendor and "NEGRC Website Project." The NEGRC reserves the right to reject any and all proposals submitted and to request additional information from all proposers. Any contract awarded will be awarded to the vendor-based upon evaluation of all proposals- determined to have submitted the best proposal, considering both technical factors and cost.

In compliance with this request for proposals and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

Proposals should include a cover page with the following information:

Name and Address of Firm:

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FEI Number: \_\_\_\_\_

Telephone: \_\_\_\_\_

By: \_\_\_\_\_  
Please Print Name Here

\_\_\_\_\_  
Signature In Ink

Title: \_\_\_\_\_

Email address: \_\_\_\_\_

Date: \_\_\_\_\_

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I. **GENERAL INFORMATION**

A. PURPOSE AND BACKGROUND:

The Northeast Georgia Regional Commission (NEGRC) serves 12 counties and 54 municipal governments in the Northeast Georgia Region. The Agency was created in 1963 to be a focal point for regional issues concerning local government and to be a resource for those governments in a variety of specialized areas. These include local government planning, economic development, grant preparation, administration, job training, and aging services.

The current website no longer meets the needs of the Commission and needs to be redesigned so that the tone and content reflect the services offered by the Commission; the navigation and function of the website needs to be simplified and less cumbersome. The Commission is seeking an open-source CMS that can be managed and updated by NEGRC staff. The redesign will include refreshing the existing content so that it can be migrated or transferred to the new website standards, development of new content based on the requests of the Commission and the Divisions that make up the Commission and training for designated staff on how to update the content on a routine basis.

B. ANTICIPATED SCHEDULE OF EVENTS

*The timetable for this RFP is presented below:*

<b><u>Activity</u></b>	<b><u>Target Date</u></b>
<b><i>Issue Request for Proposals</i></b>	<b>April 23, 2018</b>
<b><i>Proposers' Conference</i></b>	<b>May 16 at 1:00 PM</b>
<b><i>Proposals due by</i></b>	<b>June 8, 2018 at 5:00 PM</b>
<b><i>Selection Recommendation(s)</i></b>	<b>June 20, 2018</b>
<b><i>Approval and Award</i></b>	<b>June 30, 2018</b>
<b><i>Launch</i></b>	<b>No later than June 1, 2019*</b>

\*Proposals with accelerated target dates are encouraged.

## II. SCOPE OF WORK

### A. Project Objectives:

- Greatly improve and update the appearance and usability of the website
- Build on a secure, common, open-source, user and visitor friendly platform that incorporates a responsive design that provides access from multiple devices (tablet, laptop, mobile, iPad, etc.)
  - Platform should allow designated NEGRC staff to make changes and update content simply and efficiently
- Provide a seamless, integrated experience to end user when accessing content from the site's main navigation page.
- Improve the integration of other website references and social media platforms embedded into the content
  - The design should allow for certain form templates to be completed and submitted on the website.
- Build upon the recommended branding, color palette and logo requirements for each of the Divisions
- Provide recommendations regarding presentation, organization and categorization of content
- Access to google analytics to track activity
- Training on managing content and uploading information for NEGRC designated staff prior to launch
- Ongoing support for site maintenance, post-launch, not to exceed 48 hours in the 12 months following the launch date.

### B. Proposed timeline for Project Phases:

*Discovery – July – Sept*

*Design – Oct – Dec\**

*Building/Testing – Jan – March\**

*Training of NEGRC Staff – April\**

*Launch – May (no later than June 1, 2019)\**

*June – July 2020 – post maintenance and support – not to exceed 48 hours*

*\*Proposals with accelerated target dates for completing each of these areas are encouraged.*

### III. SPECIFICATIONS AND REPORTING REQUIREMENTS:

#### **Discovery:**

The following is an inclusive, but not exhaustive list of requirements for the Discovery phase:

1. Perform onsite interviews to understand the overall vision, mission and key business drivers of the NEGRC. This includes separate, individual interviews with each of the Division's four programmatic divisions.
2. Work with each Division to conduct a website audit of the current content to determine the content that needs to be removed, updated or recreated.

Deliverables:

1. A written findings report outlining findings and recommendations.
2. A clear and concise project schedule for this phase.

#### **Design:**

The following is an inclusive, but not exhaustive list of requirements for the Design phase:

1. Create a new website on a current, open-source platform that incorporates a responsive design-content and layout that will automatically adapt to various screen sizes (mobile, desktop, tablet, etc.) without compromising the user experience or function. This platform should be easily updated by a staff member following the launch.
2. Incorporate the input from the Discovery phase to create a dynamic presentation of each of the Division's four programmatic areas, focusing on highlighting the current projects, relevant documents, and forms.
3. Develop a new website that focuses on new content, and simplification of search and navigation functions.
4. Provide guidance on industry best-practices that will maximize the investment into a new website in the coming years.
5. Referring to [www.negrc.org](http://www.negrc.org), some of the content that will be maintained will include (but is not limited to):
  - a. Data and Maps
  - b. Events/Calendar
  - c. News & Information

- d. Contact Us
  - e. Documents
  - f. Resources
  - g. Newsletters
  - h. Minutes
  - i. Link to social media accounts
- A filtering tool by Division for each of these areas is optimal.

Deliverables:

1. Detailed design layout for all pages and featured content
2. Detailed functional specifications
3. Ongoing user testing
4. A clear and concise project schedule for this phase.

**Building/Testing:** The following is an inclusive, but not exhaustive list of requirements for the Building/Testing Phase:

1. Create a user testing environment that can be accessed by the designated staff of NEGRC
2. Schedule Joint Application Design workshops to test the end-user experience and work out the kinks.
3. Shared access to layout design for all staff to review, make suggested content edits (this will be coordinated by a project manager from NEGRC who will serve as the liaison for the project.)

Deliverables:

1. A clear and concise project schedule for this phase.

**Training:** The following is an inclusive, but not exhaustive list of requirements for the Training Phase:

1. Create an in-depth training (that includes written materials and instructions) guide on how to upload content to the website and how to make minor design adjustments.
2. Include any necessary additional requirements needed to keep the website current – such as the extent of ongoing support, training, etc. the NEGRC can anticipate and the estimated frequency of need for these additional supports over a five year period.



Deliverables:

1. A clear and concise project schedule for this phase.

**Launch:**

The following is an inclusive, but not exhaustive list of requirements for the Launch Phase:

1. Ensure the NEGRC is kept aware of any issues that could prevent the timely launch of the website as well as any opportunities to complete the project early.
2. Ensure all testing issues are resolved prior to launch and all approved edits, suggestions have been incorporated.
3. Ensure all NEGRC staff have been given the opportunity to review the new website and provide feedback/edits well in advance of the launch (at least two weeks).

Deliverables:

1. A clear and concise project schedule for this phase.

#### **IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

##### **A. GENERAL PROPOSAL PREPARATION REQUIREMENTS**

###### **1. Proposal Preparation**

- a. Proposals shall be signed by an authorized representative of the vendor. All information requested must be submitted. The mandatory requirements listed in Part IV, Section B, Paragraph 1b are required by law, regulation or will not be waived and are not subject to negotiation.
  - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Each copy of the technical proposal shall be bound in a single volume and relate solely to the response to the RFP. Nothing shall be included in the technical proposal which would indicate, in whole or in part, the cost component of the proposal or would be otherwise indicative of the dollar amount associated with the technical proposal. All cost component documentation should be included in a separate sealed envelope clearly labeled as to contents. Proposals should be organized in accordance with Attachment A: Model Format of Proposal.
  - d. Ownership of all data, materials and documentation prepared for and submitted to the NEGRC in response to the RFP shall belong exclusively to the NEGRC and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. seq., unless otherwise provided by law.
2. Oral presentation: Vendors who submit a proposal in response to the RFP may be asked to give an oral presentation of their proposal to the NEGRC representatives. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not contemplate or

authorize negotiation. Oral presentation is an option of the NEGRC in its sole discretion at the NEGRC's request.

3. Costs incurred to prepare a proposal are solely those of the proposer. Nothing contained within this RFP is indicative of an intent by the NEGRC to reimburse the proposer, in whole or in part, for any costs associated with preparation, submission, or presentation of proposals.

## B. SPECIFIC PROPOSAL PREPARATION REQUIREMENTS

Proposals shall be as thorough and detailed as possible so that the NEGRC may properly evaluate the vendor's capabilities to provide the required services. Proposals should be organized in accordance with Attachment A: Model Format of Proposal. Offerors shall submit the following items as a complete proposal:

### 1. COMPLETE, SIGNED COPY OF THE REQUEST FOR PROPOSALS

- a. The return of this complete RFP, signed and completed as required.
- b. (Optional) The completed Pre-Qualification Form, Attachment B. The purpose of the Mandatory Pre-Qualification Form is to determine if the vendor will attend the Proposer's Conference on May 30 or would like to receive notes from that meeting.

Failure to meet the mandatory criteria will result in immediate rejection of the entire proposal and no evaluation of the remainder of the technical component or of the cost proposal will be made.

### 2. TECHNICAL COMPONENT OF PROPOSAL

- a. Detailed written narrative statements on each of the following:
  - i. A description of the vendor's firm rendering the proposal, including whether the firm is international, national, regional, or local; the number of years in business; and the number of employees in the local office.
  - ii. Experience in providing the services described herein, including relevant knowledge of and experience in with website design.
  - iii. Biographies, including experience of the individuals who will be assigned to the engagement.

### 3. COST COMPONENT OF PROPOSAL

For use following the technical phase of the procurement, the following information must be included in a **separate sealed** envelope marked "For Cost Phase Only"

Total cost and timeline required to complete the project.

## V. **EVALUATION AND AWARD CRITERIA**

The following factors will be considered during the evaluation:

### A. TECHNICAL FACTORS

1. Responsiveness of the proposal in clearly stating an understanding of the work to be performed, including making all required statements and affirmations. Proposals should be organized in accordance with Attachment A: Model Format of Proposal.

The following elements will be considered:

- a. Appropriateness and adequacy of proposed procedures.
  - b. Necessity of procedures.
  - c. Reasonableness of time estimates.
  - d. Appropriateness of assigned staff levels.
2. Technical experience of the firm.
  3. Qualifications of staff.
  4. Size and structure of the firm.
  5. Prior experience with the firm with emphasis on quality and track record of meeting agreed upon delivery dates.

### B. COST FACTORS

Although cost is a significant factor, it will not be the dominant factor. Cost will be given more importance when all the other evaluation criteria are relatively equal. The general approach is to first identify all qualified, responsive proposers and then to award to the lowest cost proposer in that group.

If there is reason to believe that an unreasonably low proposal has been made, it will be

rejected. One method of measuring reasonableness is to divide the proposed cost by a reasonable average hourly rate to show hours of effort that might be expected.

Any proposal which does not include all the required statements and affirmations called for in this RFP will be automatically rejected as not being responsive.

## VI. **GENERAL TERMS AND CONDITIONS**

A form of Agreement for Website Services to be executed between the vendor and the NEGRC is included herein as Attachment E. Sections VI and VII contain general and special terms and conditions which will be incorporated into the Agreement by reference.

### A. APPLICABLE LAW AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia. The proposer/vendor shall comply with applicable federal, state, and local laws and regulations.

### B. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, all vendors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.

### C. DEBARMENT STATUS

By submitting their proposals, all vendors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia or the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.

### D. MANDATORY USE OF TERMS AND CONDITIONS

Return of the complete document is required. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal;

however, the NECRC reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

#### E. CLARIFICATION OF TERMS

If any prospective vendor has questions about the specifications or other solicitation documents, the prospective proposer should contact the procurement information coordinator whose name appears on the face of the solicitation ***no later than five working days before the due date***. Any revisions to the solicitation will be made only by addendum issued by the NEGRC.

The following date is available to ask questions about the RFP:

**May 16<sup>th</sup> at 1 p.m. This meeting will be held at the Northeast Georgia Regional Commission office, 305 Research Drive, Athens, GA 30605**

#### F. INVOICES

All interim and final invoices for services ordered, delivered and accepted shall be submitted to: Susan Boatwright, 305 Research Drive, Athens, GA 30605, boatwrightsusan@gmail.com) for approval prior to payment by the NEGRC.

#### G. PAYMENT TERMS

NEGRC will make payment ***within 30 days of*** receipt of a proper invoice for interim and final billings, provided that the billing has been approved.

#### H. ASSIGNMENT OF CONTRACT

A contract shall not be assignable in whole or in part without the written consent of the NEGRC.

#### I. CHANGES TO THE CONTRACT

The NEGRC may order changes within the general scope of the contract at any time by written notice to the vendor. Changes within the scope of the contract include, but are not limited to, things such as updated content. The vendor shall comply with the notice upon receipt. The vendor shall be compensated for any additional costs incurred as the

result of such order and shall give the NEGRC a credit for any savings. Said compensation shall be determined by mutual agreement between the NEGRC and the vendor in writing.

J. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the NEGRC, after due notice, may procure them from other sources and hold the vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the NEGRC may have.

K. PRECEDENCE OF TERMS

Paragraphs A through J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

VII. **SPECIAL TERMS AND CONDITIONS**

A. QUALIFICATIONS OF VENDORS

The NEGRC may make such reasonable investigations as deemed proper and necessary to determine the ability of the vendor to perform the work and the vendor shall furnish to the NEGRC all such information and data for this purpose as may be requested. The NEGRC further reserves the right to reject any bid if the evidence submitted by, or investigations of, such vendor fails to satisfy the NEGRC that such vendor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

B. CANCELLATION OF CONTRACT

The NEGRC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, *upon 60 days written notice to the vendor*. Any contract cancellation notice shall not relieve the vendor of the obligation to deliver and/or perform

on all outstanding orders issued prior to the effective date of cancellation. In the event of termination by mutual agreement, the vendor shall be compensated for all hours worked at the specified contractual rate.

If, through any cause other than acts of God, floods, fires, storms, strikes, lockouts, riot, insurrection, acts of the public enemy, war, or other like restrictions beyond the control of the parties rendering performance under the contract impossible, the vendor fails to fulfill in a timely and proper manner obligations under the contract, the NEGRC shall have the right to terminate the contract on written notice to the vendor specifying the effective date of termination.

The vendor shall not be relieved of liability to the governmental entity for damages sustained by virtue of any breach of the contract by the vendor. The NEGRC may withhold or require to be withheld any payment to the vendor for the purpose of setoff until such time as the exact amount of damages is agreed upon or is otherwise determined.

In the event of termination, for whatever reason, all property and finished or unfinished documents, data, studies, and reports prepared by the vendor shall become the property of the NEGRC. Nothing contained herein shall prevent the vendor from preparing and maintaining a complete set of workpapers relating to the audit.

#### C. AUDIT

The vendor hereby agrees to retain all books, records, working papers, and other documents relative to this contract for *five (5) years* after final payment. The NEGRC, its authorized agents, and federal and state regulatory and grantor agencies, including the Georgia Department of Audits and Accounts, shall have full access to and the right to examine any of said materials during said period at no cost to either the NEGRC or any other entity authorized to examine said materials.

#### D. REVIEW AND MONITORING

The NEGRC reserves the right to conduct any review it may deem advisable to assure services conform to the specifications. An employee of the NEGRC will be designated



as the project manager/liaison to discuss issues that need to be resolved and may require periodic progress reports. The project manager/liaison may provide limited assistance to the vendor by way of comments and suggestions for enhancements to the report prior to its preparation in final form. The project manager/liaison will also be available for technical assistance concerning the interpretation of state laws, regulations and policies.

E. CONTRACT PERIOD

The contract period shall be for a period of *two years beginning with the month the contract is awarded.*

F. CONTRACT LIMITATIONS

During the contract period, the vendor agrees not to submit proposals on or perform any consulting, compilation and review, or any other services outside the scope of this contract for the NEGRC without the prior written approval of the NEGRC.

G. IDENTIFICATION OF PROPOSAL ENVELOPE

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal shall be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

_____	_____	_____
Name of Vendor	Due Date	Time
_____	_____	
Street, or Box Number	RFP Number	
_____	_____	
City, State, Zip Code	RFP Title	

Name of Buyer: *NEGRC: Website Redesign*

The envelope shall be addressed as directed on the cover page of this solicitation. Contained within the envelope will be (1) a completed, signed copy of this Request for Proposals, (2) all information necessary for the technical proposal, and (3) a separate sealed envelope containing the cost information, specifically labeled "For Cost Phase Only".

Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

#### H. INDEMNIFICATION

The vendor agrees to indemnify, defend and hold harmless the NEGRC, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the vendor/any services of any kind or nature furnished by the vendor, provided that such liability is not attributable to the sole negligence of any NEGRC employee or to failure of NEGRC employees to use the materials, goods, or equipment in the manner described by the vendor on the materials, goods, or equipment delivered.

**I. SUBCONTRACTS**

No portion of the work shall be subcontracted without prior written consent of the NEGRC. In the event that the vendor desires to subcontract some part of the work specified herein, the vendor shall furnish the NEGRC the name(s), qualifications and experience of their proposed subcontractor(s). The vendor shall, however, remain fully liable and responsible for the work/service to be performed by his/her subcontractor(s) and shall assure compliance with all requirements of the contract.

**J. PROPRIETARY INFORMATION**

The NEGRC will not accept responses to Requests for Proposals in cases where the vendor declares the entire response to the RFP to be proprietary information. The vendor must designate in the smallest increments possible, that part of the proposal which is deemed to be proprietary.

**K. INTEGRATED AGREEMENT**

Any resulting contract represents the entire and integrated agreement between the vendor and NEGRC and supersedes all prior negotiations, representations, or agreements, whether written or oral. The contract may only be amended by written agreement of the vendor and the NEGRC.

**L. WORKERS' COMPENSATION**

The vendor shall be required at all times during the term of this agreement to subscribe

and comply with the Workers' Compensation laws of the State of Georgia and to save harmless the NEGRC from any and all liability from or under said act.

#### M. SOCIAL SECURITY/EMPLOYMENT TAXES

The vendor shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for social security, unemployment benefits, pensions, and annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the vendor on work performed under the terms of this agreement.

The vendor further shall obey or satisfy all lawful rules, regulations, and requirements issued or promulgated under said respective laws by any duly authorized state or federal officials. The vendor shall indemnify and save harmless the NEGRC from any contributions, taxes, or liability referred to in this article.

#### N. RATES FOR ADDITIONAL PROFESSIONAL SERVICES

If it should become necessary for the NEGRC to request the vendor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the NEGRC and the firm. Any such additional work agreed to between the NEGRC and the firm shall be performed at the same rates as set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

#### O. DRUG FREE WORKPLACE

Vendors contracting with the State of Georgia (or entities thereof as defined in the Act) further certify that they will comply with the Drug-Free Workplace Act, Official Code of Georgia Annotated, Section 50-24-1 et. seq. in carrying out any contract resulting from this proposal.

## **ATTACHMENT A: MODEL FORMAT OF PROPOSAL**

To simplify the review process and obtain the maximum degree of comparability, proposals should be organized in the manner specified by the RFP. The following outline includes all the information called for in the RFP.

### TECHNICAL COMPONENT OF PROPOSAL

#### Title Page

Show the RFP subject, the name of the proposer's firm, local address, telephone number, name of the contact person, email address of the contact person, and the date.

The body of the proposal should be clearly organized and easy to follow. Please avoid highly-technical language that is not familiar to persons who don't routinely work with websites.

#### Table of Contents

Include a clear identification of the proposal by section and by page number.

#### Letter of Transmittal

Limit to one or two pages.

1. Briefly state the proposer's understanding of the work to be done. Make a positive statement confirming that deadlines specified in the RFP will be met.
2. State the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, email addresses, and telephone numbers.

#### Profile of the Proposer

1. State whether the firm is local, regional, national or international.
2. Describe the range of activities and services offered by the vendor.

#### Summary of the Proposer's Qualifications

1. State the identity of the staff who will be assigned to the project. Include resumes, if available, for each employee who will be assigned to the project - including relevant experience should be included. (The resumes may be included as an appendix.)

2. Describe any recent, relevant experience that is similar to the type of work requested

Proposer's Approach to the Website Redesign:

1. Submit a work plan to accomplish the scope defined in Section III of this RFP. The work plan must include time estimates for each significant segment of the work.

Additional Data

Since the preceding sections are to contain only data that is specifically requested, any additional information considered essential to the proposal should be separately bound. The proposer's general information publications, such as directories or client lists, should not be included. If there is no additional information to present, include a statement as the last section of the technical component of the proposal that "there is no additional information we wish to present".

COST COMPONENT OF PROPOSAL

(To be included in a SEPARATE, SEALED envelope)

State the total all-inclusive maximum fee, including out of pocket costs for which the requested work will be done. Specify the proposed, maximum fee for each phase outlined in Section III of this RFP.

**ATTACHMENT B: SAMPLE FORMAT FOR NOTIFICATION OF INTEREST  
LETTER**

*Enter name and address of NEGRC official responsible for RFP*

*Enter salutation to NEGRC official responsible for RFP*

Our (my) firm is interested in submitting a proposal to provide website redesign services as set forth in the Request for Proposals issued (*Enter RFP Issue Date.*)

**SELECT ONE OF THE FOLLOWING PARAGRAPHS**

We will have [#] representative(s) attend the proposers' conference on May 30<sup>th</sup> at 9 a.m. at the NEGRC office, 305 Research Drive, Athens, GA.

**OR**

We will be unable to send representatives to the proposers' conference, but are interested in receiving further correspondence concerning inquiries made or other items discussed at that conference.

Sincerely,

[Name of Firm]

**ATTACHMENT C: FORM OF AGREEMENT**

STATE OF GEORGIA,  
COUNTY OF \_\_\_\_\_:

**AGREEMENT FOR WEBSITE DESIGN SERVICES**

THIS AGREEMENT FOR AUDIT SERVICES, hereinafter referred to as “Agreement”, is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the “Date Hereof”), by and between \_\_\_\_\_ a **(sole proprietorship, general or limited partnership, professional corporation or business corporation)** whose agent and address for purposes of this agreement is

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as “the Vendor” and \_\_\_\_\_, a **(describe governmental or nonprofit entity)**, whose address for the purposes of this Agreement is \_\_\_\_\_, herein referred to as purchaser

**WITNESSETH THAT:**

WHEREAS, the Purchaser is a governmental entity, regional commission or nonprofit corporation; and

WHEREAS, the Vendor is a **(describe private entity)** organized under the laws of the State of Georgia engaged in the practice of accountancy and business of performing professional audit services; and

WHEREAS, the Purchaser desires to utilize the professional services of the Vendor, in accordance with the needs, requirements, terms and conditions contained in a Request for Proposals, (the “RFP”), and the proposal (the “Vendor’s Proposal”) submitted by the Vendor in response to the RFP, which RFP and Vendor’s Proposal are attached hereto and by this reference incorporated herein; and

WHEREAS, the Purchaser awarded the contract for website services to the Vendor in accordance with the RFP and in reliance upon the representations and certifications contained in the Vendor’s Proposal; and

WHEREAS, the Vendor and Purchaser desire to document the terms and conditions of their Agreement.

NOW, THEREFORE, for and consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:



## **BASIC AGREEMENT**

The Vendor will perform professional website services in accordance with the scope of work, General Terms and Conditions of the RFP. The Purchaser will provide the information required by the RFP. The Vendor shall be compensated for its services as provided in the RFP and the Vendor's Proposal.

### Article 2

#### **COVENANTS**

2.1 Covenants of the Vendor. The Vendor shall perform professional services in accordance with the Vendor's Proposal.

2.2 Covenants of the Purchaser. The Purchaser will provide to Vendor all information reasonably necessary, useful or customary pursuant to scope of the project.

### ARTICLE 3

#### **FEES**

3.1 The Vendor shall be paid for its services as provided in the schedule of fees and expenses submitted by the Vendor in the Vendor's Proposal in the sealed dollar cost bid as stated in the Cost Component of the RFP, Section IV (B), which are by this reference incorporated herein. Additional services shall be compensated in the manner set forth in the Addendum to this Agreement, at the same rates as set forth in the schedule of fees and expenses submitted by the Vendor in the Vendor's Proposal.

### ARTICLE 4

#### **CONTINGENCIES**

4.1 Contingent Obligations of the Purchaser. The obligations of the Purchaser are subject to the following conditions:

4.1.1 The ability of the Purchaser to carry out the terms of this Agreement in accordance with the laws and Constitution of the State of Georgia.

4.1.2 The timely performance by the Vendor of each and every covenant, agreement, and obligation imposed upon the Vendor in this Agreement.

4.1.3 The truth and accuracy as of the Date Hereof of each and every representation made by the Vendor.

4.1.4 This Agreement is expressly made subject to other laws affecting its subject matter. In the event of any conflict between such laws and this Agreement, such laws shall take precedence.

4.2 Contingent Obligations of the Vendor. The obligations of the Vendor are subject to the following conditions:

4.2.1 The timely performance by the Purchaser of each and every covenant, agreement, and obligation imposed upon the Purchaser in this Agreement.

### ARTICLE 5

#### **TERM**

This Agreement shall have an initial term of up to twelve (24) months, commencing on

\_\_\_\_\_ after the Date Hereof and terminating on  
\_\_\_\_\_ of the following year, and be subject to renewal for additional  
successive term(s), if the Purchaser gives notice of its election to renew the Agreement within  
thirty (30) days prior to the end of the term.

**ARTICLE 6**  
**NOTICES**

All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and given or served either in person or by United States Mail, postpaid, registered or certified with Return Receipt Requested, showing the name of the recipient and the date of delivery. Notices shall be addressed to the party or parties identified and at the address as set forth in the introductory paragraph of this Agreement, and the date upon which such notice is delivered shall be deemed the effective date thereof. Either party may, from time to time, by five (5) days' prior written notice to the other party, specify a different agent or address to which notices can be delivered. Rejection or other refusal to accept a notice or inability to deliver a notice because of a changed agent or address of which no notice was given shall constitute receipt of the notice on the date when personal service is attempted or the date of the postmark, if mailed.

ARTICLE 7  
**RIGHTS CUMULATIVE**

All rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.

ARTICLE 8  
**NON-WAIVER**

No failure of the Purchaser to exercise any right or power given to the Purchaser under this Agreement, or to insist upon strict compliance by the Vendor with the provisions of this Agreement, and no custom or practice of the Purchaser or the Vendor at variance with the terms and conditions of this Agreement, shall constitute a waiver of the Purchaser's right to demand exact and strict compliance with the terms and conditions of this Agreement.

ARTICLE 9  
**CONTINUITY**

Each of the provisions of this Agreement shall be binding upon and inure to the benefit and detriment of the Vendor and the Purchaser and the heirs, devisees, legatees, legal representatives, successors and assigns of the Vendor and the Purchaser.

ARTICLE 10  
**DATE FOR PERFORMANCE**

If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

ARTICLE 11  
**TIME OF THE ESSENCE**

All time limits stated herein are of the essence of this Agreement.

ARTICLE 12  
**CAPTIONS**

The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

ARTICLE 13  
**COUNTERPARTS**

This Agreement is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

ARTICLE 14

**NO ASSIGNMENT, NO THIRD PARTY BENEFICIARIES**

14.1 This Agreement is a personal retention of Vendor as an independent contractor. Vendor must perform by its own forces and may not delegate, subcontract, assign, transfer, or otherwise obtain its performance of this Agreement, without the express written consent of Purchaser.

14.2 Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

Article 15  
**ENGAGEMENT LETTER**

15.1 The attached engagement letter is incorporated into this agreement.

IN WITNESS WHEREOF, the Vendor and the Purchaser have caused these presents to be duly signed, sealed and delivered on the day, month, and year first above written.

**VENDOR**

By \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(If corporation, fill in below)

Attest: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate seal affixed)

**PURCHASER**

By \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_