

**CONTRACT FOR SERVICES AND/OR PRODUCTS**

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein “**Contract**”) is made and entered into this 13th day of May, 2013 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the “**TOWN**”) and MARKETING PROGRESS, INC., a Colorado corporation (herein the “**CONTRACTOR**”).

**WITNESSETH:**

WHEREAS, the TOWN desires to contract with a provider of ongoing website design, development, maintenance and hosting (herein the “**Contract Items**”), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the CONTRACTOR desires to enter into this Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

**1.00 SCOPE OF CONTRACT**

The CONTRACTOR is to furnish the services and/or products as specified in the Request for Proposal issued by the TOWN under No. RFP 2013-002 (herein the “**Request for Proposal**”) and any amendments thereto. The Request for Proposal and any amendments thereto are attached hereto as **Exhibit “A”** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

**2.00 TERM OF CONTRACT**

The period of this Contract shall be for twelve (12) months, beginning on July 1, 2013 and ending on June 30, 2014. This Contract may be extended by the TOWN for three (3) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of forty-eight (48) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

**3.00 COMPENSATION**

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its proposal to the TOWN at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto being attached hereto as **Exhibit “B”** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit “B”** may be increased or decreased by the TOWN under Section 4.00 of this Contract (“**Additional Services**”), through the issuance of an Addendum. Any prices specified in

this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. Payment of Compensation. All invoices received by the TOWN are payable within thirty (30) days from receipt, provided they have first been approved by the TOWN department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The TOWN reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the TOWN department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, Town of Collierville, 500 Poplar View Parkway, Collierville, Tennessee 38017. In the event any Contract Items are deemed unacceptable, the TOWN'S representative shall notify the CONTRACTOR of the deficiencies in writing and the TOWN may withhold payment until the deficiencies are corrected to the satisfaction of the TOWN, such determination to be made in the sole and absolute discretion of the TOWN. All invoices must clearly indicate the Request for Proposal number.

#### **4.00 ADDITIONAL SERVICES**

In the event the TOWN requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the TOWN and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

#### **5.00 NOTICE TO PROCEED**

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the TOWN.

#### **6.00 CONFLICT OF INTEREST**

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other TOWN official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

#### **7.00 COMPLIANCE WITH LAWS**

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision

of the Contract Items and to comply with all instructions and orders issued by the TOWN regarding the Contract Items.

## **8.00 TERMINATION**

Upon thirty (30) days written notice, with or without cause, the TOWN may terminate this Contract. Following such termination, the TOWN and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

## **9.00 WARRANTY**

The CONTRACTOR warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Request for Proposal. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the TOWN in good and working condition. If the CONTRACTOR is notified in writing by the TOWN of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN'S option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the TOWN; or (ii) refund to the TOWN the charge paid by the TOWN which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Request for Proposal. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

## **10.00 FORCE MAJEURE**

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

## **11.00 INSURANCE**

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than Five Hundred Thousand Dollars (\$500,000) for Bodily Injury and Property Damage.

11.02. [Omitted].

11.03. Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04. [Omitted].

11.05. Certificates of Insurance. The CONTRACTOR shall provide the TOWN with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the TOWN. Said Comprehensive General Liability policy shall provide that the TOWN be an additional insured. The TOWN shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TOWN and licensed and authorized to do business under the laws of the State of Tennessee.

## **12.00 CLAIMS, LIABILITY AND INDEMNITY**

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the TOWN and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

## **13.00 ATTORNEY'S FEES**

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the TOWN is successful therein, the TOWN shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the TOWN may be entitled.

## **14.00 EQUAL EMPLOYMENT OPPORTUNITY**

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The

CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

**15.00 TRANSFER, ASSIGNMENT OR SUBLETTING**

This Contract shall not be transferred or assigned or sublet without prior written consent of the TOWN.

**16.00 SAFETY MEASURES**

The CONTRACTOR shall take all necessary precautions for the safety of the TOWN'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

**17.00 FAMILIARITY WITH THE CONTRACT ITEMS**

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The TOWN will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

**18.00 ENTIRE AGREEMENT**

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

**19.00 PERMITS, LICENSES AND CERTIFICATES**

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

**20.00 FIRE, THEFT, LOSS**

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on TOWN property by the CONTRACTOR.

**21.00 CONTRACTING AUTHORITY**

The persons executing this Contract on behalf of the TOWN and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

**22.00 GOVERNING LAW**

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

**23.00 OPPORTUNITY FOR REVIEW**

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

**24.00 SECTION HEADINGS**

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

**25.00 NOTICES**

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) To: Town of Collierville  
500 Poplar View Parkway  
Collierville, TN 38017  
Facsimile: (901) 457-2207
  
- (ii) To: Marketing Progress, Inc.  
14022 E. Tufts Dr., Ste. 913  
Aurora, CO 80015  
Facsimile: (303) 552-2464

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

#### **26.00 SEVERABILITY**

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

#### **27.00 NO CONSENT TO BREACH**

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

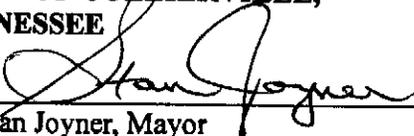
#### **28.00 OTHER INSTRUMENTS**

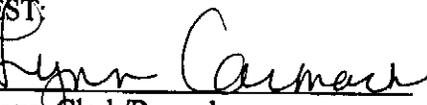
The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

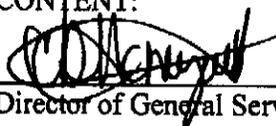
WITNESS THE DUE EXECUTION HEREOF.

**TOWN OF COLLIERVILLE,  
TENNESSEE**

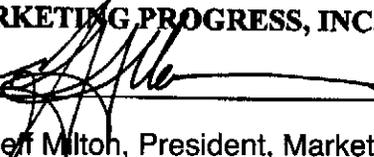
By:   
Stan Joyner, Mayor

ATTEST:  
By:   
Town Clerk/Recorder

APPROVED AS TO FORM AND  
CONTENT:

  
Director of General Services

**MARKETING PROGRESS, INC.**

By: 

Its: Jeff Milton, President, Marketing Progress, Inc.

CONTRACTOR's Mailing Address:  
14022 E. Tufts Dr., Ste. 913  
Aurora, CO 80015

CONTRACTOR's Telephone Number:  
(720) 239-1515

CONTRACTOR's Facsimile Number:  
(303) 552-2464

10/3  
5/1/13

**EXHIBIT "A"**

**Request for Proposal No. RFP2013-002**

# **TOWN OF COLLIERVILLE**

PURCHASING DEPARTMENT  
500 POPLAR VIEW PARKWAY  
COLLIERVILLE, TENNESSEE 38017

Stan Joyner, Mayor  
James H. Lewellen, Town Administrator  
Jane Bevill, Finance Director  
Derek Honeycutt, Director of General Services  
Mandy Bajusz, Purchasing Agent



## **REQUEST FOR PROPOSALS**

**RFP DESCRIPTION: WEBSITE MAINTENANCE SERVICES**

**RFP NUMBER: RFP2013-002**

**DUE DATE: No Later Than**

**2:00:00 P.M**  
**(Local Time)**

**TUESDAY**  
**(Day)**

**FEBRUARY 26, 2013**  
**(Date)**

# TABLE OF CONTENTS

<b>INVITATION TO SUBMIT PROPOSAL LETTER</b>	<b>Page 4</b>
<b>NOTICE OF PROPOSAL LETTING</b>	<b>Page 5</b>
<b>SECTION I: INTRODUCTION</b>	<b>Page 6-8</b>
1.1 Statement of Purpose	
1.2 Scope of Services	
1.3 Contract Duration	
1.4 Proposal Deadline	
1.5 Nondiscrimination	
1.6 Assistance to Proposers with a Disability	
1.7 Letter of Intent to Propose	
<b>SECTION II: SCHEDULE AND EVALUATION OF RFP EVENTS</b>	<b>Page 9-11</b>
2.1 Issue of RFP	
2.2 Deadline for Disability Accommodation Requests	
2.3 Deadline for Letter of Intent to Propose	
2.4 Pre-Proposal Conference	
2.5 Deadline to Submit Additional Written Questions	
2.6 Response to Written Questions/RFP Amendments	
2.7 Submission of Proposal	
2.8 Technical Proposal Evaluation	
2.9 Cost Proposal Evaluation	
2.10 Selection of Finalists	
2.11 Oral Presentation by Finalists	
2.12 Best and Final Offers from Finalists	
2.13 Negotiation Contract with Finalist	
2.14 Contract Award by Board of Mayor and Aldermen	
2.15 RFP Files for Public Inspection	
<b>SECTION III: GENERAL REQUIREMENTS AND INFORMATION</b>	<b>Page 12-16</b>
3.1 RFP Coordinator	
3.2 RFP Number	
3.3 Communication Regarding the RFP	
3.4 Required Review and Wavier of Objections by Proposer	
3.5 Proposal Submittal	
3.6 Proposal Preparation Costs	
3.7 Proposal Withdrawal	
3.8 Proposal Amendment	
3.9 Proposal Errors	
3.10 Incorrect Proposal Information	
3.11 Prohibition of Proposer Terms and Conditions	
3.12 Assignment and Subcontracting	

- 3.13 Right to Refuse Personnel
- 3.14 Proposal of Alternate Services
- 3.15 Independent Price Determination
- 3.16 Insurance
- 3.17 Licensure
- 3.18 Conflict of Interest and Proposal Restrictions
- 3.19 RFP Amendment and Cancellation
- 3.20 Right of Rejection
- 3.21 Disclosure of Proposal Contents
- 3.22 Contract Terms and Conditions
- 3.23 Right to Waive Minor Irregularities
- 3.24 Ownership of Proposals
- 3.25 Electronic Mail Address Required

**SECTION IV: SPECIAL REQUIREMENTS** **Page 17**

- 4.1 Location and Work Space
- 4.2 Performance and/or Payment Bond

**SECTION V: PROPOSAL FORMAT AND CONTENT** **Page 18-21**

- 5.1 General Proposal Requirements
- 5.2 Technical Proposal
- 5.3 Cost Proposal

**SECTION VI: EVALUATION AND CONTRACTOR SELECTIONS** **Page 22**

- 6.1 Proposal Evaluation Categories
- 6.2 Proposal Evaluation Process
- 6.3 Award Process

**SECTION VII: STANDARD CONTRACT INFORMATION** **Page 23**

- 7.1 Contract
- 7.2 Contract Payments
- 7.3 RFP and Proposal Incorporated into Final Contract
- 7.4 Contract Monitoring
- 7.5 Contract Amendment

**SECTION VIII: CONTRACT** **Page 24-34**

**ATTACHMENT 9.1: CERTIFICATION OF COMPLIANCE** **Page 35**

**ATTACHMENT 9.2: COST PROPOSAL FORMAT** **Page 36**

**ATTACHMENT 9.3: MANDATORY REQUIREMENTS CHECKLIST** **Page 37**

INVITATION TO SUBMIT  
REQUEST FOR PROPOSAL FOR  
WEBSITE MAINTENANCE SERVICES  
RFP #2013-002

Dear Proposer:

The Town of Collierville is requesting the submittal of REQUEST FOR PROPOSALS (RFP) from qualified VENDORS interested in providing website maintenance services.

You are invited to submit a proposal. **Please structure your proposal in accordance with the requirements and specifications outlined in this Request For Proposal. Any deviations, additions or deletions should be so noted.** Your proposal should address the issues and requirements **in order** as outlined on the following pages.

Five (5) copies of your proposal and any supporting documentation must be received by 2:00:00 P.M. (local time), on Tuesday, February 26, 2013. PROPOSALS RECEIVED AFTER THIS TIME AND DATE WILL NOT BE CONSIDERED. Written clarification requests must be submitted no later than February 20, 2013.

If you have any questions concerning this Request For Proposal, please contact Lori Bryant, Buyer, at (901) 457-2253, FAX (901) 457-2258 or [lbryant@ci.collierville.tn.us](mailto:lbryant@ci.collierville.tn.us).

Proposals shall be submitted in a sealed envelope, addressed as follows:

Town of Collierville  
Attn: Purchasing Agent RFP 2013-002  
500 Poplar View Parkway  
Collierville, TN 38017

Sincerely,

Derek Honeycutt  
Director of General Services

**TOWN OF COLLIERVILLE PURCHASING DIVISION**

**NOTICE OF PROPOSAL LETTING**

RFP Specification and Contract Number: 2013-002

Proposal Title: Website Maintenance Services

Proposal Due Time & Date: **2:00 P.M. Tuesday, February 26, 2013**

Performance/Payment Bond: Not Required

Pre-Proposal Conference: None

Conference Location: **N/A**

Deadline for Written Questions: **February 20, 2013**

**PLEASE MARK THE RETURN ENVELOPE:**

1. Proposal Due Date and Time
2. Title of Proposal
3. RFP Number

**RETURN PROPOSALS TO:**

Town of Collierville  
ATTN: Purchasing Agent  
500 Poplar View Parkway  
Collierville, TN 38017

***PROPOSALS SUBMITTED LATE, BY FAX OR E-MAIL WILL NOT BE ACCEPTED***

**Please return the entire document intact.**

# REQUEST FOR PROPOSALS

## WEBSITE MAINTENANCE SERVICES FOR THE TOWN OF COLLIERVILLE, TENNESSEE

### **SECTION I: INTRODUCTION**

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#### **1.1 Statement of Purpose**

The purpose of this Request for Proposals (RFP) is to define the Town's minimum requirements, solicit proposals, and gain adequate information by which the Town may evaluate the services offered by Proposers.

The Town of Collierville, Tennessee, located approximately twenty miles east of Memphis, Tennessee hereinafter referred to as the Town, intends to secure a contract for website maintenance services.

#### **1.2 Scope of Services**

The Town of Collierville (Town) has chosen the Joomla Content Management System as its platform for all Town websites. The Town of Collierville is seeking proposals for ongoing design, development, and maintenance and hosting of its websites.

The Town requires a provider to deliver hosting of its websites, preferably in a Cloud environment. This hosting must be provisioned so that all Town websites are quick and responsive and secured to prevent outages of the Town's websites and corruption of its data. The Town accepts a 99.997% uptime.

From time-to-time, the Town will seek to update the design of one or more of these websites. We seek a provider who has a degreed designer on staff and who can work with other professional designers, as needed, to create new designs or adapt others designs and install these designs in the Joomla CMS websites by creating Joomla CMS templates or other files, as appropriate.

The Town, to ensure graphic & code consistency across all Town of Collierville websites, requires the provider deliver and maintain Joomla CMS templates, which are compatible with the latest installed versions of Joomla CMS, have page layouts not bound to a particular screen size, but which instead adapt flexibly to different screen sizes and device resolutions; including mobile, use an HTML5 based framework to achieve a fluid grid layout system, provide a flexible display of images and other media, including CSS media queries and HTML5 media options, so these ajax style media displays also adapt to varying screen sizes, and recognize breakpoints and corresponding JavaScript functions.

From time-to-time, the Town will require updates to the Joomla CMS platforms supporting our websites. The supplier will need extensive experience in Joomla CMS updates, including mySQL database manipulation skills, Joomla template creation skills and the ability to manage Joomla component upgrades or identify and recommend replacements within this process.

The Town requires ongoing consulting, maintenance and support services to provide all the Town's divisions & departments, who maintain their own sections of the website, and the Public Information Officer who manages all website activities, with the technical support and graphical services they need to maintain their assigned areas of the Town's websites.

Specific Departmental Projects: Various departments within the Town have needs to make changes and updates to their specific sites throughout the year. Upon commencement of the contract the vendor/service provider will need to meet the various departments to ascertain their plans and needs for their specific sites. The vendor/service provider will develop a work plan for addressing and implementing the departmental

website needs and propose a budget for these changes. Each individual department budgets funding for department specific changes and updates.

**Training:** The Town has specific departments and individual users who need training on the system. This may range from refresher type training to a new user who needs the full scope of training. It is important that this need be addressed within the 30 days after the commencement of the contract. Additionally, throughout a year there will be times where new users will need training. From time-to-time, the Town requires additional training of staff in Joomla CMS and Joomla component features and functions, due to addition of websites, addition of staff, or addition of new components and/or features, etc. Practical experience in providing staff training to both individuals and groups is required.

The Town requires the provider to make available an online & email based ticket system to manage the maintenance requests made by Town personnel. This system must provide acknowledgement via email of each request and ongoing status updates to the requestor and other cc's, including a completed task note. The provider shall respond within 24 hours of the time of the request, identifying the schedule required for completion. The Town personnel will provide Purchase Order numbers with their requests for work. Purchase order numbers must be indicated on the invoice.

**Response Time:** From time to time the Town will have immediate needs to make changes, edits, corrections, additions or create new sections to the website. These immediate changes will require a timely response and solution. The majority of these request will come from the Public Information Officer who is the primary contact and coordinator of the Town's web site. It is critical that response to these needs be addressed within a very timely manner preferably within a 24 hour period.

**Mobile Applications:** Vendor/service provider should have experience in designing, developing and launching mobile applications.

The provider will designate an individual who will provide a dedicated point of contact and who will be available for contact by the Public Information Officer on a 24/7 basis. This individual will provide the primary contact point for escalation of any issues from divisions or departments supported through this contract.

### **1.3 Qualifications**

Proposer should have a minimum of 5 years' experience hosting, designing, developing and maintaining multi-site and large installations of Joomla CMS websites, including significant use of Joomla components to provide additional functionality. Provide Examples.

### **1.4 Contract Duration**

The Town intends to enter into a contract with an effective period of twelve months.

The Town reserves the right to extend this Contract for three additional twelve month periods, provided that the Town notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Town's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

### **1.5 Proposal Deadline**

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, SCHEDULE AND EXPLANATION OF RFP EVENTS. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The Town assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the Town. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer. **Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.**

### **1.6 Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Town's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Town or in the employment practices of the Town's contractors. Accordingly, all vendors entering into contracts with the Town shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### **1.7 Assistance to Proposers With a Disability**

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the Town's Purchasing Office to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, SCHEDULE AND EXPLANATION OF RFP EVENTS.

### **1.8 Letter of Intent to Propose**

A letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator (refer to section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in the Section 2, SCHEDULE AND EXPLANATION OF RFP EVENTS. *Letters of Intent to Propose* may be delivered by facsimile transmission. Vendors may withdraw their *Letter of Intent to Propose* at any time before the deadline for submitting a proposal.

The following information should be included in the *Letter of Intent to Propose*.

- Vendor Name
- Name and Title of Vendor Main Contact
- Address, Telephone Number, and Facsimile Number of Vendor Main Contact
- Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.

**END OF SECTION**

## **SECTION 2: SCHEDULE AND EXPLANATION OF RFP EVENTS**

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The following RFP Schedule of Events represents the Town's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

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

	<b><u>EVENT</u></b>	<b><u>DATE</u></b>	<b><u>TIME</u></b>
<b>1</b>	Town of Collierville Issues RFP	2/7/13	
<b>2</b>	Deadline for Proposers with a Disability to Make Accommodation Requests	2/20/13	
<b>3</b>	Deadline for <i>Letter of Intent to Propose</i>	2/20/13	
<b>4</b>	Pre-proposal Conference	N/A	
<b>5</b>	Deadline for Written Comments	2/20/13	
<b>6</b>	Response to Written Questions/RFP Amendments	2/21/13	2:00 P.M.
<b>7</b>	Deadline for Submitting a Proposal and Town Opens Technical Proposals	2/26/13	2:00:00 P.M.
<b>8</b>	Technical Evaluations Begin	2/27/13	
<b>9</b>	Technical and Cost Proposal Evaluations	3/6/13	
<b>10</b>	Finalist are Selected and Non-finalist Notification Letter is Released	3/7/13	
<b>11</b>	Selected Finalists Make Oral Presentations	3/13/13	
<b>12</b>	Deadline for Final and Best Offer	3/20/13	
<b>13</b>	Negotiation Contract with Finalists	4/3/13	
<b>14</b>	Contract Award by Board of Mayor and Aldermen	4/22/13	
<b>15</b>	RFP Files for Public Inspection	4/23/13	

## **2.1 Issue of RFP**

The Town of Collierville, Tennessee, is issuing this RFP on February 7, 2013

## **2.2 Deadline for Disability Accommodation Requests**

Proposers with a disability may contact the RFP Coordinator to arrange specific accommodations in order to be able to participate in the RFP process.

## **2.3 Deadline for Letter of Intent to Propose**

Proposers are requested to submit a Letter of Intent to Propose by February 20, 2013 to the RFP Coordinator as described in Section 1.7.

## **2.4 Pre-proposal Conference**

A pre-proposal conference will not be held for this RFP.

## **2.5 Deadline to Submit Additional Written Questions**

Proposers may submit additional written questions as to the intent or clarity of this RFP until close of business on February 20, 2013. All written questions must be addressed to the RFP Coordinator.

## **2.6 Response to Written Questions/RFP Amendments**

Written responses to written questions and any RFP amendment will be distributed on February 21, 2013, to all Proposers whose organization name appears on the distribution list accumulated from Intent to Propose Letters received.

## **2.7 Submission of Proposal**

ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PURCHASING AGENT NO LATER THAN Tuesday, February 26, 2013, at 2:00:00 CENTRAL TIME. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the address listed within this RFP package.

A public log will be kept of the names of all Proposers that submit proposals.

PROPOSERS SHALL BE RESTRICTED TO ONE PROPOSAL PER RFP. Proposers submitting more than one version of their proposal per RFP may be disqualified.

## **2.8 Technical Proposal Evaluation**

An Evaluation Team will perform the technical evaluation of proposals. This process will take place between February 27, 2013 and March 6, 2013. During this time, the RFP Coordinator may initiate discussions with Proposers who submit responsive or potentially responsive proposals for the purpose of clarifying without such discussion. Discussions SHALL NOT be initiated by the Proposers.

## **2.9 Cost Proposal Evaluation**

The cost evaluation of proposals will be performed by an Evaluation Team. This process will take place on March 6, 2013.

## **2.10 Selection of Finalists**

The Evaluation Team will select and the RFP Coordinator will notify the finalist on March 7, 2013. Only finalists will be invited to participate in the subsequent steps of the procurement.

## **2.11 Oral Presentation by Finalists**

Finalists will be required to present their proposals to the Evaluation Team. The RFP Coordinator will schedule the time for each Proposer presentation on March 13, 2013 (and March 14, 2013 if necessary). All presentations will be held in Collierville Town Hall. Each presentation will be limited to two hours in duration.

## **2.12 Best and Final Offers from Finalists**

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by March 20, 2013.

## **2.13 Negotiation Contract with Finalists**

Contract negotiations will be finalized with the most advantageous Proposer by April 3, 2013. In the event that mutually agreeable terms cannot be reached, the Town reserves the right to finalize a contract with the next most advantageous Proposer without undertaking a new procurement process.

## **2.14 Contract Award by Board of Mayor and Aldermen**

After review of the Evaluation Team report and recommendation, the Purchasing Agent will submit a formal recommendation accompanied by the signed contract to the Board of Mayor and Aldermen for approval to award the contract on April 22, 2013.

## **2.15 RFP Files for Public Inspection**

The RFP file is open to the public for viewing after April 23, 2013.

**END OF SECTION**

## SECTION 3: GENERAL REQUIREMENTS AND INFORMATION

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### 3.1 RFP Coordinator

The main point of contact for this RFP shall be:

Lori Bryant, Buyer  
Purchasing Division  
500 Poplar View Parkway  
Collierville, TN 38017

Telephone: 901/457-2253  
Fax: 901/457-2258  
E-Mail: lbryant@ci.collierville.tn.us

The main point of contact shall hereinafter be referred to as the RFP Coordinator.

### 3.2 RFP Number

The Town has assigned the following RFP identification number – it should be referenced in all communications regarding the RFP:

RFP 2013-002

### 3.3 Communication Regarding the RFP

- 3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other Town employees may result in disqualification.
- 3.3.2 All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the Town. Written comments, including questions and requests for clarification, must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in Section 2, SCHEDULE AND EXPLANATION OF RFP EVENTS.
- 3.3.3 The Town shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the Town. The Town reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 3.3.4 The Town shall fax, e-mail or mail copies of its written responses to written comments, to all vendors submitting a *Letter of Intent to Propose*.

### 3.4 Required Review and Wavier of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the Town no later than the Deadline for Written Comments detailed in the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

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

### **3.5 Proposal Submittal**

- 3.5.1 Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal nonresponsive.

One (1) original and four (4) copies of the Technical Proposal shall be submitted to the Town in a sealed package and be clearly marked:

**“Technical Proposal in Response to RFP# 2013-002 -- Do Not Open”**

One (1) original and four (4) copies Cost Proposal shall be submitted to the Town as a separate, sealed package and clearly marked:

**“Cost Proposal in Response to RFP# 2013-002 -- Do Not Open”**

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

**“Contains Separately Sealed Technical and Cost Proposals”**

- 3.5.2 All proposals must be submitted in a sealed envelope, addressed as follows:

Town of Collierville, Tennessee  
Purchasing Agent RFP 2013-002  
500 Poplar View Parkway  
Collierville, TN 38017

by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

- 3.5.3 Proposers shall submit only one proposed solution or product though they may have two or more types that meet specifications. Proposers must determine for themselves which to offer. Submission by a single proposer of more than one proposed solution or product shall be sufficient cause for rejection of all prices for that item by the proposer.
- 3.5.4 Submittals shall be bound by staple or binder clip and shall consist of paper only. All binders, plastic separations, non-recycle material, etc. are prohibited. Submittals will not be evaluated on the aesthetic of the package.

### **3.6 Proposal Preparation Costs**

The Town of Collierville will not be liable in any way for any costs incurred by respondents in replying to any part of this RFP.

### **3.7 Proposal Withdrawal**

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

### **3.8 Proposal Amendment**

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

### **3.9 Proposal Errors**

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

### **3.10 Incorrect Proposal Information**

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

### **3.11 Prohibition of Proposer Terms and Conditions**

A Proposer may **not** submit the Proposers own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Town, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

### **3.12 Assignment and Subcontracting**

3.12.1 The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the Town. Each subcontractor must be approved in writing by the Town. The substitution of one subcontractor for another may be made only at the discretion of the Town and with prior, written approval from the Town.

3.12.2 Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

### **3.13 Right to Refuse Personnel**

The Town reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

### **3.14 Proposal of Alternate Services**

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFP) shall be considered nonresponsive and rejected.

### **3.15 Independent Price Determination**

3.15.1 A proposal shall be disqualified and rejected by the Town if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a Town employee, or any competitor.

3.15.2 The Proposer is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Proposer.

3.15.3 The Proposer is prohibited from submitting multiple proposals in a different form (i.e., as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all Proposers associated with a multiple proposal.

3.15.4 Should any such prohibited action stated above (see 3.15.1, 3.15.2, and 3.15.3) be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

### **3.16 Insurance**

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and general liability insurance coverage before entering into a contract. Additionally, the Town may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the Town shall be in form and substance acceptable to the Town.

### **3.17 Licensure**

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

### **3.18 Conflict of Interest and Proposal Restrictions**

- 3.18.1 By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville, Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.
- 3.18.2 Any individual, company, or other entity involved in assisting the Town in the development, formulation, or drafting of this RFP or its scope of services which shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

### **3.19 RFP Amendment and Cancellation**

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

### **3.20 Right of Rejection**

- 3.20.1 The Town reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
- 3.20.2 Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable Town laws and regulations. The Town may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

### **3.21 Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of the Town of Collierville, Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the entire RFP process. Upon the completion of the evaluation of proposals, indicated by a contract award by the Board of Mayor and Aldermen, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

### **3.22 Contract Terms and Conditions**

- 3.22.1 The contract between the Town and the contractor will follow the format specified by the Town and contain the terms and conditions set forth in Section 8 of this RFP. However, the Town reserves the right

to negotiate with a successful Proposer provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Proposer's proposal will be incorporated into and become part of the contract.

- 3.22.2 Should Proposer object to any of the Town's terms and conditions, as contained in Section 8, That Proposer must propose specific alternative language. The Town may or may not accept the alternative language.

**3.23 Right to Waive Minor Irregularities**

The Town reserves the right to waive minor irregularities. The Town also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Town.

**3.24 Ownership of Proposals**

All documents submitted in response to this request for proposals shall become the property of the Town.

**3.25 Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Proposers must have a valid e-mail address to receive these correspondences.

**END OF SECTION**

## SECTION 4: SPECIAL REQUIREMENTS

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### **4.1 Location and Work Space**

The work under this RFP is to be performed, completed, and managed at the vendor's location. All work performed on the Town's premises shall be completed in accordance with a schedule approved by the Town's project representative.

### **4.2 Performance and/or Payment Bond**

Not required.

**END OF SECTION**

## SECTION 5: PROPOSAL FORMAT AND CONTENT

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### 5.1 General Proposal Requirements

- 5.1.1 The Town discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the Town's information requirements.
- 5.1.3 Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.
- 5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All proposal pages must be numbered.
- 5.1.5 Proposers shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall **not** be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the proposal nonresponsive and the proposal shall be rejected.

### 5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

- I. Proposal Transmittal Letter;
- II. Mandatory Proposer Qualifications;
- III. General Proposer Qualifications and Experience;
- IV. Technical Approach; and,
- V. Detailed Documentation of Proposer Financial Resources.

If a proposal fails to detail and address each of the requirements detailed herein, the Town may determine the proposal to be nonresponsive and reject it.

- 5.2.1 Proposal Transmittal Letter -- The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required.

The requirements of the Proposal Transmittal Letter section of the proposal are mandatory. Any proposal, which does not meet the requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

- 5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence-showing authority to bind the company.

- 5.2.1.2 The letter shall state that the proposal remains valid for at least ninety (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Town.
- 5.2.1.3 The letter shall provide the name, mailing address, and telephone number of the person the Town should contact regarding the proposal.
- 5.2.1.4 The letter shall state whether the Proposer intends to use subcontractors; if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (Note: The Contractor must obtain written approval from the Town prior to the use of any subcontractors.)
- 5.2.2 Mandatory Proposer Qualifications – Technical Proposals shall provide responses and documentation, as required that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal that does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

Technical Proposals shall provide the following information:

- 5.2.2.1 written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the contract in Section Eight (8) of this RFP. (Note: If the Proposal fails to provide said confirmation without exception or qualification, the Town, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.)
- 5.2.2.2 written certification and assurance of the Proposer's compliance with:
- the laws of the State of Tennessee;
  - Title VI of the federal Civil Rights Act of 1964;
  - the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
  - the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
  - the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
  - the condition that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville, Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

(Use Attachment 9.1, Certification of Compliance)

- 5.2.2.3 documentation of financial responsibility and stability; said documentation shall include:
- 5.2.2.3.1 a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing
- 5.2.2.3.2 a copy of a valid certificate of insurance indicating liability insurance in the amount of at least five hundred thousand (\$500,000).
- 5.2.3 General Proposer Qualifications and Experience -- Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's experience in delivering services similar to those required by this RFP:
- 5.2.3.1 a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.

- 5.2.3.2 a brief description of the Proposer's background and organizational history.
- 5.2.3.3 years in business.
- 5.2.3.4 a brief statement of how long the Proposer has been performing the services required by this RFP.
- 5.2.3.5 location of offices.
- 5.2.3.6 a description of the Proposer organization's number of employees, longevity, and client base.
- 5.2.3.7 whether there have been any mergers, acquisitions, or sales of the Proposer company within the last five (5) years (if so, an explanation providing relevant details).
- 5.2.3.8 form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*).
- 5.2.3.9 a statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
- 5.2.3.10 a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.
- 5.2.3.11 an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP. It should illustrate the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
- 5.2.3.12 a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract -- the roster should include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history.
- 5.2.3.13 a list, if any, of all current contractual relationships with the Town of Collierville and all those completed within the previous five-year period -- the listing should include:
- the contract number;
  - the contract term.
- 5.2.3.14 customer references for similar projects representing both five (5) of the larger accounts currently serviced by the vendor and three (3) completed projects -- for each reference, include:
- the company name and business address;
  - the name, title, and telephone number of the company contact knowledgeable about the project work; and
  - a brief description of the service provided and the period of service.
- 5.2.4 Technical Approach – The Proposer shall describe the vendor's plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the Town to ascertain the Proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Proposer's technical approach to delivering the services sought under this RFP:
- 5.2.4.1 Proposers must provide a comprehensive narrative, captioned "Project Understanding," that illustrates the vendor's understanding of the Town's requirements and project schedule.

- 5.2.4.2 Proposers must provide a comprehensive narrative, captioned “Project Approach,” that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the Town's project schedule.
- 5.2.4.3 Proposers must provide a comprehensive narrative, captioned “Project Management,” that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the project schedule.

### **5.3 Cost Proposal**

- 5.3.1 The Cost Proposal shall be submitted to the Town as a separate, sealed package from the Technical proposal.
- 5.3.2 The Cost Proposal required format is provided in Attachment 9.2, and the Cost Proposal must be recorded on an exact duplicate thereof.
- 5.3.3 The Cost Proposal shall specifically record the exact cost amounts proposed in the appropriate space as required by Attachment 9.2. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.
- 5.3.4 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the Town shall determine the proposal to be nonresponsive and reject it.
- 5.3.5 The Proposer must sign and date the Cost Proposal.

**END OF SECTION**

## SECTION 6: EVALUATION AND CONTRACTOR SELECTION

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### **6.1 Proposal Evaluation Categories**

The categories that shall be considered in the evaluation of proposals are Qualifications, Experience, Technical Approach, and Cost.

### **6.2 Proposal Evaluation Process**

6.2.1 The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A Proposal Evaluation Team made up of website users shall be responsible for evaluating proposals.

6.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:

- 1) if it meets requirements for further evaluation;
- 2) if the Town shall request clarification(s) or correction(s); or
- 3) if the Town shall determine the proposal nonresponsive and reject it.

(See Attachment 9.3, Mandatory Requirements Checklist).

6.2.4 The Proposal Evaluation Team shall evaluate responsive proposals.

6.2.5 The Town reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the Town and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

6.2.6 The RFP Coordinator shall open and present each Cost Proposal to the Evaluation Team.

### **6.3 Award Process**

6.3.1 Following the finalist presentations and contract negotiations with the most advantageous Proposer, the Purchasing Agent shall prepare a Board Report containing the results from the proposal evaluation process to the Board of Mayor and Aldermen for consideration.

6.3.2 Once the contract award has been approved by the Board of Mayor and Aldermen, the RFP files shall be made available for public inspection.

**END OF SECTION**

## SECTION 7: STANDARD CONTRACT INFORMATION

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### **7.1 Contract**

If a Proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within fourteen (14) days of its delivery to the Proposer, the Town may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP, reject the proposal, and open final contract negotiations with the next best evaluated Proposer.

### **7.2 Contract Payments**

Contract payments shall be made in accordance with the Payment Terms and Conditions Section of the final contract.

Under no conditions shall the Town be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval.

### **7.3 RFP and Proposal Incorporated into Final Contract**

This RFP and the successful proposal shall be incorporated in to the final contract.

### **7.4 Contract Monitoring**

The Contractors shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the Town. The Town may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the Town may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the Town requires such an inspection, the Contractor shall provide reasonable access and assistance.

### **7.5 Contract Amendment**

During the course of this contract, the Town may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the Town shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the Town and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. The Contractor shall not commence additional work until the Town has issued a written contract amendment and secured all required approvals.

## **ATTACHMENT 9.1: Certification of Compliance**

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Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

1. the laws of the State of Tennessee;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
6. the condition that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

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Proposer Signature and Date

**ATTACHMENT 9.2: Cost Proposal Format**

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**NOTICE TO PROPOSER:**

*This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.*

*The Cost Proposal shall record only the cost proposed as required. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the Town shall determine the proposal to be nonresponsive and reject it.*

*The Proposer must sign and date the Cost Proposal.*

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Proposer Name

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Vendor ID

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the contract Scope of Services of this RFP.

**COLLIERVILLE WEBSITE  
ONGOING DESIGN, DEVELOPMENT, MAINTENANCE & HOSTING**

**ANNUAL FEES:**

CONSULTING, MAINTENANCE, TRAINING & SUPPORT SERVICES: \_\_\_\_\_ PER YEAR

HOSTING SERVICES: \_\_\_\_\_ PER YEAR

**HOURLY RATES:**

UPDATES TO SITE/PAGE DESIGN AND INSTALLATION: \_\_\_\_\_ PER HOUR

INSTALLATION OF UPDATES TO JOOMLA CMS PLATFORM: \_\_\_\_\_ PER HOUR

SOFTWARE FOR JOOMLA CMS PLATFORM UPDATES SHALL BE PROVIDED AT COST \_\_\_\_\_ (INITIAL)

The proposed cost contained herein and the submitted technical proposal associated with this cost shall remain valid for at least (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Town of Collierville.

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Proposer Signature and Date

## ATTACHMENT 9.3: Mandatory Requirements Checklist

Proposer Name \_\_\_\_\_

RFP Coordinator: Performing Item Verification \_\_\_\_\_

Review Date \_\_\_\_\_

*The following basic requirements list should be used by Proposer in preparing and submitting a complete RFP Package as called for within the Request for Proposal for consideration. The RFP Coordinator will verify that all items have been received by placing a mark in the proper corresponding box.*

<input checked="" type="checkbox"/> IF CORRECT	<b>Basic Proposal Requirements</b>
<input type="checkbox"/>	1. Technical Proposal and Cost Proposal received on time at correct location.
<input type="checkbox"/>	2. Technical Proposal and Cost Proposal packaged separately and marked as required.
<input type="checkbox"/>	3. Required number of Technical Proposal copies received.
<input type="checkbox"/>	4. The Proposal Transmittal Letter with the Proposal offer is signed by a company officer according to the provisions of the RFP.
<input type="checkbox"/>	5. The Proposal Transmittal Letter confirms that the proposal shall remain valid for the required number of days subsequent to the proposal opening date.
<input type="checkbox"/>	6. The Proposal Transmittal Letter details the complete name of the individual or legal entity name of the firm making the proposal.
<input type="checkbox"/>	7. The Proposal Transmittal Letter states the name, mailing address, e-mail address and telephone number of the person the Town should contact regarding the proposal.
<input type="checkbox"/>	8. The Proposal Transmittal Letter states whether the Proposer intends to use subcontractors and identifies any intended subcontractors
<input type="checkbox"/>	9. The Proposal includes written confirmation that the Proposer shall comply with all of the provisions of the RFP and accept all terms and conditions of the RFP and the Contract.
<input type="checkbox"/>	10. The Proposal contains a signed Certification of Compliance. (Attachment 9.1)
<input type="checkbox"/>	11. The Proposer Qualifications and Experience section provides a brief statement of descriptive information about the Proposer's credentials.
<input type="checkbox"/>	12. The Proposer Qualifications and Experience section provides a brief description of the Proposer's background including an organizational history as required.
N/A <input type="checkbox"/>	13. IF APPLICABLE - The Proposal attaches required detailed documentation of financial resources (audited financial statement and referenced financial resources data as required.
<input type="checkbox"/>	14. IF APPLICABLE - The Proposal attaches required financial responsibility and financial stability documentation (1) current bank reference as required and (2) two credit references as required.
<input type="checkbox"/>	15. IF APPLICABLE - The Proposal attaches a valid certificate of liability insurance as required.
<input type="checkbox"/>	16. No Cost data in the Technical Proposal.
<input type="checkbox"/>	17. No alternate proposal submitted.
<input type="checkbox"/>	18.
<input type="checkbox"/>	19.
<input type="checkbox"/>	20.

**EXHIBIT "B"**  
**CONTRACTOR'S Proposal**



April 15, 2013

Lori Bryant  
Purchasing Division  
500 Poplar View Parkway  
Collierville, TN 38017

RFP2013-002

Dear Lori,

Marketing Progress Inc. encloses our best and final response on RFP2012-013. Our response and best and final price quotation is good for 120 days from the date of submission.

Our revised response to your interview questions for us is included as an attachment

Our best and final offer is based on all the tasks discussed as the scope of work in our recent interview:

- Monthly retainer, to include 3 hours maintenance/service/training.
- Annual hosting fee is \$1200.
- Hourly rate for maintenance/service/training is \$65 per hour.

We look forward to working further with all of the staff of the Town.

Sincerely,



Jeff Milton  
President

[jeff.milton@marketingprogress.com](mailto:jeff.milton@marketingprogress.com)

Direct: 720-251-2191 Direct Fax: 303-552-2464

**Marketing Progress, Inc.**

[marketingprogress.com](http://marketingprogress.com)

Main: 720-239-1515 Toll-Free: (855) 845-8833

Best & Final Offer by Marketing Progress, Inc. on RFP2013-002

## Revised Responses to interview questions for Marketing Progress, Inc. on Collierville Website Maintenance RFP

### **1) How do you plan to improve your response time and time it takes to correct a problem? If you are sent an email or phone call with a request, what is your response time going to be?**

We are only aware of a few instances over the past several years where resolution of a problem took an extended period of time. We are prepared to discuss specific instances where this may have occurred or other instances which are causing your concern and the causes of those delays. We are committed to your staff's complete satisfaction with our support services and responses.

As we responded to the RFP, we propose standardizing the submission of all service & maintenance requests through our online ticket system, so not only our primary Collierville service contact, Greg Lane, is aware of the request, but all of our support staff is alerted to your request. This should eliminate any response issues and will address any monitoring concerns. See response to question #2 for details of our response plan.

Additionally, since addressing multiple Joomla implementations has created the occasional bottleneck/delay, standardization of the template code and version of the Joomla CMS across all Town website properties will greatly improve our ability to respond & resolve issues more quickly than in the past. If issues are user created and happen more than once, we will schedule training with the individual. If the issue is system or add-on module related, we will work as quickly as possible to resolve any underlying issues and stay in touch with the specific Town contact requesting the service with updates on a daily basis until it is resolved. The Town's primary contact can be copied on each of these updates, if you wish, by simply including them as a cc on the original service request.

### **2) What is your timeframe for correcting a website problem? Indicate how the Town can monitor your progress.**

We have committed to providing an initial response to any Town service or maintenance request submitted through our online ticket system within at most 1 hour of the request being submitted, whenever the service request is submitted during normal Town operating hours, which we understand to be 8am thru 5pm CT, Monday through Friday, subject to holiday schedules, as posted by the Town. Outside of these hours, we will respond to any new ticket within less than 4 hours.

Many ticket issues are currently corrected within moments of being reported. For those issues which take longer to resolve, we will provide updates on the status of all open service request tickets on not less than a daily basis.

Our support ticket system is located at <http://support.marketingprogress.com>. Support requests can be submitted there or, usually more simply, the request can be sent via email to [support@marketingprogress.com](mailto:support@marketingprogress.com), which automatically logs in the ticket request and responds to the submitter with an email indicating the ticket has been created. If the Town's primary contact or some one else is copied on this submission, they will also receive copies of all emails to the submitter from the ticket system.

Once we, usually our primary contact Greg Lane, have reviewed the newly submitted ticket, we will open the ticket and either complete the requested work immediately, request additional information to clarify the request, request a PO# for billing of the requested work and/or assign the ticket to Jeff Milton or another technical maintenance associate, if required. The status of the ticket will be emailed back to the submitter at this time, not more than 1 hour from submission during Town operating hours, which we understand to be 8am to 5pm, Monday through Friday, subject to the Town's Holiday schedule, or within 4 hours from submission outside of Town operating hours. Submitters can & should reply promptly to these emails requesting clarification with any additional information, PO#'s or additional requests for clarification on the specific ticket topic. Telephone or online conversations may occur to facilitate completion of the requested work.

When the ticket issue is resolved, the submitter will receive an email from the ticket system indicating the problem resolution and any follow up instructions for the submitter. The submitter will also receive an email within a couple of days of resolution, asking for them to provide feedback on the response provided on their ticketxs. This last item is new to the process.

If a problem appears to be user created and happens more than once, we will schedule training with the individual. If the issue is system or add-on module related, we will work as quickly as possible to resolve any underlying issues and stay in touch with the specific Town contact requesting the service with updates on a daily basis until it is resolved.

Submitters can login to the ticket system through the link provided above and see the status of any ticket they have submitted or have been copied on. To provide additional visibility on all open issues. We can also provide a login that would give a town administrator the ability to view all open tickets submitted by users from the Town of Collierville.

From our own website <http://marketingprogress.com/support-resources>, we provide the following suggestions to help make us as efficient as possible in addressing every service or maintenance request. I have made note where these recommendations vary slightly for the Town and your staff:

- Please do not send maintenance, support or service requests to our individual email accounts.

- Please make the subject/topic of your request detailed, so it looks different from other requests. For example; include website, division/department, nature of problem including URL, menu, article details, as available.
- Note: For the Town of Collierville, please call Greg Lane, your primary contact, with any urgent problems, by phone at 901-827-8631, and submit a service request, first, before using the 800# or main office number.  
*Other customers: If you want to talk to us, give us a call toll-free at (855) 845-8833 or locally at (720) 251-2191 AND submit a support request. to support@marketingprogress.com.*
- We are often working with customers on the phone, online or face-to-face or focusing on detailed work that demands absolute attention to detail. If you don't reach us, please leave a message. Our main phone number voicemails go directly to our individual email accounts, which we check regularly. Returning your calls promptly is our goal!

We propose to work with the Town's primary contact and establish a plan to communicate to all town users our service commitments, what their expectations should be when submitting support or service requests, the proper process for requesting support and service, how to provide sufficient information and PO#'s on requests. The plan should address how Town users can support each other for minor questions. The plan should also outline a formal process of assessing ongoing needs and desires of each of the divisions and departments and facilitating evaluation of options and appropriate budgets. This information will be included in the training plan and an overview of how to submit a ticket and work with us to resolve problems will be provided during initial retraining, as well.

### **3) How do you plan to improve your ability to be contacted in a reasonable time?**

We can be contacted with the methods outlined in the answer above 24x7x365. Please explain if additional information is needed.

### **4) What is your timeframe for question turn-around?**

We answer simple questions almost immediately and generally most questions are answered within a few hours of ticket submission. Questions which require research or investigation may take longer. When this happens, we provide an approximate timeframe for delivering the answer in our ticket response, usually along with an estimate of time needed to complete the work.

### **5) What if you are not available? Who will be the backup? Provide contact information for this person, and a guaranty that the backup person will meet the response times.**

When your staff follow the recommendation to use our ticket system outlined in answer #2, multiple people receive the request, providing . If the request is urgent, you should also call Greg Lane, the Town's primary point of contact, on his cell phone

at (901) 827-8631 or, if Greg is not available, call Jeff Milton on his cell phone at (303) 408-9076, anytime of the day, any day of the week. If we do not answer, please leave a message and we will respond as quickly as possible. We will insure all of the Town's requests are acknowledged, reviewed and resolved on a timely basis.

**6) What types of training will you be able to provide - online? One-on-one? Group?**

We have the ability to provide group training in person, which is what we propose to provide with all of the Joomla CMS upgrades intended in the near future. We also have the ability to provide online 'webinar' like training for groups. While group training is not as effective as individual training, it does allow a common understanding to develop within the target group, so coworkers can assist each other with minor questions. Joomla provides basic Help for use of the system via a link from within the system. We demonstrate this function during training. If helpful, we can provide written documentation to go along with the lessons covered in a group setting.

We also recommend the Joomla basics training available at Lynda.com. We understand the Town has maintained a limited license for Lynda.com training. This could provide additional training for users having a difficult time with general techniques and/or for some advanced features training for key users.

We have found that almost everyone prefers sitting at their normal workstation for training. Online training can provide this for groups. These users also retain more when someone is not looking over their shoulder or they are not sitting behind someone who is demonstrating one-on-one or for a small group. For one-on-one training, we can train by remote access into their workstation and demonstrating the techniques. We then ask them to demonstrate the lesson to make sure they understand. After the lesson is over, we encourage them to send in a support ticket and call if they have any further problems or questions.

We propose to work with the Town's primary contact to establish a training plan addressing both group and one-on-one training, retraining and advanced technique training, including the use of onsite and remote training technologies. Initial retraining and upgrade training should also include demonstrating the ticket support system and how to work with it and use available knowledge bases.

**7) What other type of website builder is there available that would work more efficiently than Joomla.**

While there are certainly other content management systems that may offer simplified workflow, they generally serve smaller websites and have a hard time keeping up with growing sites of larger scale and functional complexity and have difficulty serving the traffic levels typical of the Town's website properties.

There are other more robust systems. Drupal, for example, which allow for a more custom development of your website's content management system, but would cost the Town a great deal more in development and ongoing maintenance costs. There are other available content management systems which have significant additional costs in licensing fees.

We strongly recommend you not consider any of the proprietary content management systems available through hosting providers or individual agencies/providers. We have extensive experience with these proprietary systems, having developed our own, iEdit, in the mid-90's. Finding other people to support or maintain these proprietary systems is virtually impossible. Adding additional functionality to these proprietary systems is either impossible or cost prohibitive in most cases. The provider of the proprietary system always has significant issues with maintaining their system from a security and features point-of-view.

Additionally, the newest versions of Joomla provides fantastic improvements in efficiency and user workflow. We believe efficiency of your staff, which are already trained in the use of Joomla, is greater with Joomla upgrades, which enhance capabilities, rather than any proposed efficiency from a new "website builder."

We have also found that a little additional training resolves most users' issues with both update processes and more advanced or underutilized Joomla techniques. We have proposed these training sessions in our RFP response and anticipate they will be included in the training plan.

Joomla remains a powerful and cost effective solution for the Town. We understand the RFP specifies Joomla CMS and we support that decision.

**8) What system or plan do you have in place for reaching out to each department with new ideas, help or suggestions?**

Last year, in February, with the guidance and cooperation of the Town's primary contact, we reviewed all the Town's website properties with all key departments/divisions to identify improvements, expansion and new functionality for the websites. From this information, we prepared brief reviews of the requests and recommended upgrades/enhancements along with estimated budget recommendations, which were reviewed and approved by the Town's primary contact, the departments/divisions and submitted and approved by the Town administration and the BMA.

We would like to continue at least an annual formal review prior to the budget cycle. When not under quiet period from RFP's, we have always had quarterly or even monthly interactions with each department to address concerns, explore ways of making them more efficient and bringing additional feature sets into place to customize their ability to communicate with and serve the community. Often times, in the past, we have found ourselves waiting for the new budget cycle to implement improvements. As we recommended in last year's budget and which was approved,

we would like each department/division to maintain a small budget to address break/fix maintenance & possible future enhancements, so real opportunities identified can be addressed during the budget year.

We propose to work with the Town's primary contact to establish a formal process for meeting this need along the lines recommended here. We should include this in the material in the communications plan, so all users and division/department management can provide their input.

**9) How many clients do you serve?**

We serve over 50 clients.



February 25, 2013

Ms. Lori Bryant  
Purchasing Division  
500 Poplar View Parkway  
Collierville, TN 38017

RFP2013-002

Dear Lori,

Marketing Progress Inc. encloses our RFP response on RFP2013-002. Our response and price quotation is good for 120 days from the date of submission.

We are proud of our business relationship with the Town of Collierville (Town) and are pleased to bid on building on our current relationship, but, now, working directly with the Town. We worked through i.et.al to deliver these services for several years. The designer at ietal set the original design direction for the Town's websites. As their subcontractor, we handle all website development and maintenance, including the expansion of websites and the addition of new websites. We have faithfully adapted the original designs over the past several years to enhance the quality of the initial designs, customize the designs for key divisions/ departments, incorporated custom features and other existing software, all while standardizing the look and feel for the Town, website by website.

We have developed close relationships with your primary contact and key members of various divisions/ departments. We have succeeded in empowering your Town staff members and delivering more than promised throughout this time. We have succeeded by delivering sophisticated technology, cost effectively and presented with personal training by familiar trustworthy faces. We believe working directly with the Town on this contract will enable us to lower costs and improve response times and quality of service overall. Thank you for your consideration of our proposals.

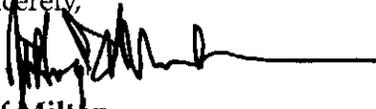
I certify we have reviewed your RFP package with all attachments and amendments and find no objection to any of the terms & conditions. I have supplied certifications, as requested, and they are attached in our proposal. We appreciate your responses to the question we asked.

Communications and all contact concerning our proposal should continue to be handled through:

Gregory Lane, SVP Business Development,  
5410 Finchwood Ave., Memphis, TN 38115,  
901-730-4806  
901-827-8631  
Fax 901-209-0410  
[greg.lane@marketingprogress.com](mailto:greg.lane@marketingprogress.com)

We look forward to working further with all of the staff of the Town.

Sincerely,



**Jeff Milton**

President

[jeff.milton@marketingprogress.com](mailto:jeff.milton@marketingprogress.com)

Direct: 720-251-2191 Direct Fax: 303-552-2464

**Marketing Progress, Inc.**

[marketingprogress.com](http://marketingprogress.com)

Main: 720-239-1515 Toll-Free: (855) 845-8833

5.2.1.4 Marketing Progress, Inc. does not intend to use subcontractors. Permission will be obtained from the town in writing should the need arise for subcontractors.

5.2.2.1 Marketing Progress, Inc. confirms we shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the contract in Section Eight (8) of the RFP.

5.2.2.2 See attached Certificate of Compliance (attachment 9.1 from RFP)

5.2.2.3 See attached written bank reference and certificate of insurance.

### 5.2.3 General Qualifications and Experience

5.2.3.1 Marketing Progress, Inc's. staff has extensive experience in website design & development. Individually, we all have 10 or more years experience in website design & development. Jeff Milton and Greg Lane used Mambo (the precursor to Joomla) starting in 2002, and have been designing & developing Joomla websites since the launch of the Joomla content management system in August, 2005. We have used the Joomla cms continuously since 2005.

Our designer has extensive experience and expertise in designing for Joomla. He has executed responsive design through CSS and other tools and has extensive CSS experience, including creating templates for the Joomla cms.

Marketing Progress, Inc. focuses on Joomla cms installations. Our staff has been responsible for hundreds of Joomla cms website implementations over the past 8 years. We have extensive experience in integrating Joomla components to provide expanded functionality. This experience includes a wide range of add-on functionality; including, online stores, calendar & event reservation systems, member & client database management, hotel reservation systems, custom coded solutions and more. We have resources for developing custom functionality for use both within the Joomla cms and for stand-alone programs.

We were personally involved in and responsible for the implementation of all of the current Town websites over the past few years, except the fire department (which still needs to be included in the Town website standard design and content management implementation.) We provided front-end information & requirement gathering, project management, design adaptation for templates, Joomla cms installation and configuration, installation and configuration of Joomla components, retention and integration of existing systems within the Joomla cms websites, training of staff, and support and maintenance of all these websites.

Examples of our work with Joomla cms and additional functionality include:

- Jubilations.com (Joomla cms & upgrades, Magento online store integration & customization)
- PowerPosture.com (Joomla cms, Hika Cart online store integration)
- SweetMagnoliaTours.com (Joomla cms, Chrono Forms integration for extensive forms)
- Seepiphany.com (Joomla cms)
- Collierville.com (Joomla cms, Flash components, Calendar & Photo Gallery integration)
- ColliervilleParks.org (Joomla cms and upgrades, animated image integration, Calendar)
- ColliervillePolice.org (Joomla cms)

- ColliervilleLibrary.org (Joomla cms & upgrades, Calendar & Event Registration, animated image integration)
- ColliervilleMuseum.org (Joomla cms)

5.2.3.2 Marketing Progress, Inc. has been in business since September, 2011. In January and February of 2012, Marketing Progress, Inc. assumed responsibility for all of the customers of Graphics & Motion, Inc. in addition to its own customers.

5.2.3.3 Marketing Progress, Inc. has been incorporated for almost two years.

#### 5.2.3.4 Qualifications

The president of Marketing Progress, Inc. and our staff have been performing services essentially identical to those requested by the Town since 1995, in various roles and with various organizations. Most directly, Marketing Progress, Inc. and its predecessor, Graphics & Motion, Inc., have been providing these website design & development services for the Town, as a contractor for the contract signer, since the initiation of the previous contract with ietal, which led to the design & development of the current Town websites.

5.2.3.5 Marketing Progress, Inc. does business from 14022 E. Tufts Drive #913, Aurora, CO 80015.

5.2.3.6 Marketing Progress, Inc. serves more than 50 clients in a variety of industries. We have 5 staff members and have been in operation for almost 2 years.

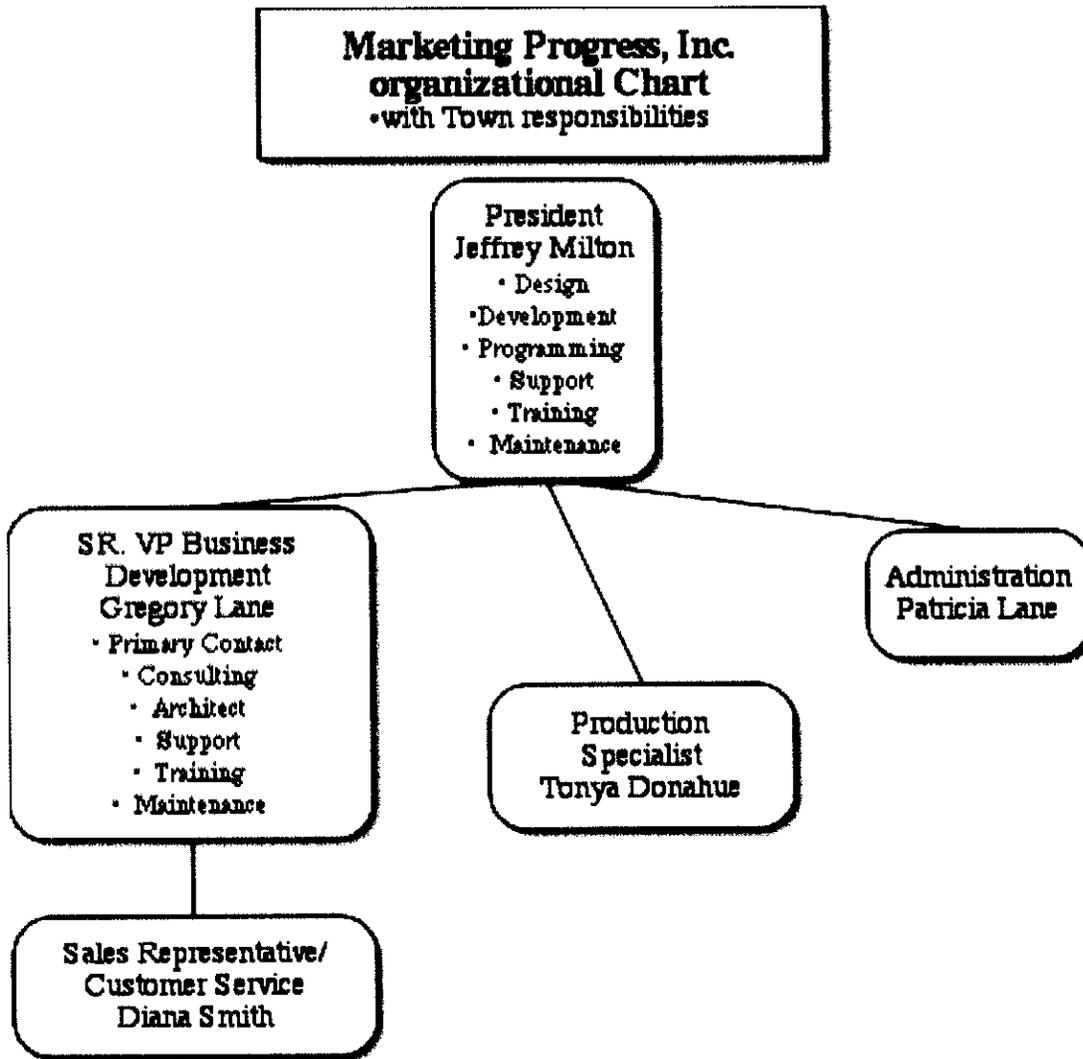
5.2.3.7 Marketing Progress, Inc. assumed responsibility for the client base of Graphics & Motion, Inc. in January of 2012. There have been no transactions in the past 5 years for either entity.

5.2.3.8 Marketing Progress, Inc. is a corporation chartered in the state of Colorado.

5.2.3.9 Marketing Progress, Inc. is not involved in any litigation.

5.2.3.10 Marketing Progress, Inc. has not filed for nor had filed against it any bankruptcy proceedings or any actions by or for creditors.

5.2.3.11 Marketing Progress, Inc. Organizational Chart



5.2.3.12 Personnel Roster

Jeffrey Milton, President (resume attached)

Jeff will be the website designer, he is a graduate of the Memphis College of Art with a Design degree, and developer for all work with the Town. He provides technical and programming support for hosting and website development. Jeff monitors and maintains the hosting environment for all websites. Jeff selects and installs functional components for websites requiring advanced functionality in cooperation with the architect and Town users. Jeff provides higher level support and training for advanced functionality. He handles escalation of maintenance support requests as needed. Jeff participates in consulting services.

Based on our research and understanding of the website development, upgrade and maintenance plans budgeted for the current Town fiscal year, Jeff would provide about 60% of the hours worked on the anticipated projects. The exact number of hours cannot be estimated, since these projects have not been fully sized & spec'd. If none of the anticipated development and upgrade projects move forward, Jeff would likely perform 30-40% of the work.

Gregory Lane, SrVP Business Development (resume attached)

Greg will be the primary contact for the Town for consulting, development, support, training and service. Greg reviews, assigns and monitors all support requests from the Town. He also provides consulting support to the Town, as needed. He coordinates project process with Town primary contact and project manages most website development and/or expansion projects in cooperation with appropriate department/user contacts. Greg provides maintenance support and project estimates and prepares and coordinates contract amendments and Purchase Orders with primary Town contact and purchasing department, as needed.

Based on our research and understanding of the website development, upgrade and maintenance plans budgeted for the current Town fiscal year, Greg would provide about 40% of the hours worked on the anticipated projects and support services. The exact number of hours cannot be estimated, since these projects have not been fully sized & spec'd. If none of the anticipated development and upgrade projects move forward, Greg would likely perform 60-70% of the work.

5.2.3.13 Marketing Progress, Inc. has a basic vendor contractual relationship with the Town through Town Vendor ID#00002871. We have served the Town through ietal's previous contract with the Town and have fulfilled all Web development services of that contract for the past four years. Marketing Progress, Inc. currently performs services on Purchase Order agreements with the Town in support of your ongoing websites.

5.2.3.14 Marketing Progress, Inc. provides the following as customer references for similar services:

#1 Jubilations Cheesecakes (Jubilations.com)  
1536 Gardner Boulevard  
Building 7, Sweet 8  
Columbus, MS 39702

Mr George Purnell  
Owner/President  
662-328-9210

Marketing Progress, Inc. and previously Graphics & Motion, Inc. have served the website and Internet marketing needs of Jubilations Cheesecakes for about 16 years. This has included the design & development of 3 marketing websites and two online store systems. We have provided ongoing online marketing strategy support and execution of various online advertising campaigns. The current Jubilations.com website is a Joomla CMS website.

Recent projects for Jubilations include an upgrade to their Magento Online Store system, integration with their Joomla CMS and the addition of custom shipping components. A recent upgrade to their custom shipping module is in process.

#2 Sweet Magnolia Tours (SweetMagnoliaTours.com)  
P.O. Box 753548  
Memphis, TN 38175

Mr. Jay Kirkpatrick  
Regional VP  
901-369-9838

Marketing Progress, Inc. upgraded the Sweet Magnolia Tours website from an extensive HTML website to a Joomla CMS about a year and a half ago. The client and his staff were able to restructure hundreds of pages of content and add additional pages of content quickly through the use of the Joomla CMS. This project included in depth training of SMT staff in the use of the Chrono Form component to reproduce dozens of registration and inquiry forms, including secure handling of credit card information.

#3 Fitelligence (PowerPosture.com)  
P.O. Box 38148  
Germantown, TN 38183-0148

Mr. John Christman  
Owner  
(901) 628-9033

Marketing Progress, Inc. upgraded the PowerPosture.com website from an HTML website to a Joomla CMS in a project one year ago. In addition to the Joomla CMS implementation, which has already produced dividends for the owner with easier website updates, we installed Hika Cart, an online store system, with a complete secure credit card transaction capability in its shopping cart. This addition has made the sales process smoother and much more secure for the owner.

#4 Seepiphany (Seepiphany.com)  
9245 Poplar Ave., Suite 8-312  
Germantown, TN 38138

Mr. Robert Johnson  
Partner  
901-848-6071

We developed a new website for this innovation consulting firm working closely with their principals and sales & marketing staff.

#5 Town of Collierville  
500 Poplar View Parkway  
Collierville, TN 38017

Mr. Mark Heuberger (All projects)

Public Information Officer  
901-457-2200

Ms. Sheila Moody (Parks Department projects)  
Parks, Recreation and Cultural Dept.  
901-457-2777

(Collierville.com, ColliervilleParks.org, ColliervillePolice.org & ColliervilleMuseum.com)  
Marketing Progress, Inc. and previously Graphics & Motion, Inc. have served the Town's website design and development needs for about 4 years. The current websites are all Joomla CMS websites developed by us. We are very familiar with the immediate needs for updates and functional development across the breadth of all these websites and of the new sites envisioned for potential development.

#6 Mark Hamm  
Entrepreneur & Innovator  
901-361-9266

Jeff Milton and Greg Lane have worked with Mark Hamm on several projects over the past 15+ years. Mark is the former head of Innovation at FedEx and currently has his own consulting business. Mark has served as CTO & CIO is several organizations and is familiar with our work.

5.2.4 Technical Approach - Marketing Progress, Inc. thoroughly understands the Town's needs and requirements and the effort to be accomplished. The following subsections outline the steps Marketing Progress, Inc. proposes to take to meet those needs. This approach is suitable now and has been suitable over the past several years in our work with the Town.

5.2.4.1 Project Understanding - Marketing Progress, Inc. understands and fully supports the Town's choice of the Joomla Content Management System as its platform for all Town websites. We were directly involved in this choice and have been providing ongoing design, development, maintenance and hosting of the Town's websites for several years through our contract arrangement with the prime contractor, ietal. We understand the implementation of Joomla CMS in all of the Town's current websites.

Marketing Progress, Inc. currently provides cloud based hosting of the Town's websites. Marketing Progress, Inc. upgraded the Town websites to this cloud based hosting environment in February of 2012. We have delivered the security and responsiveness required by the Town to deliver their websites to Internet visitors in a manner which protects Town data and provides better than 99.997% uptime on all Town websites. We also provide daily backup of these websites as security against any untoward occurrences. We propose to continue this service as currently provisioned.

We thoroughly understand the Joomla CMS and how it has been implemented with design templates and CSS throughout the Town's websites. This includes having developed the Joomla design templates on all of these websites. With a degreed designer on staff, Jeff Milton, we are uniquely qualified to deliver design updates for the Town. Should the Town require us to

provide additional designs or work with another designer, we have extensive experience in adapting designs for use in the Joomla CMS. We did exactly that when we adapted the designs provided by ival for the initial implementation of the Town's main website.

Marketing Progress, Inc. is fully committed to continuing our work to maintain a common standard on all Town website designs and code with the support of the Town's primary contact. We understand the importance of design consistency in establishing 'brand' for the Town. We are fully capable of implementing "adaptive interactive" design to improve the delivery of the Town websites. The recent upgrade to the Town's Library website was completed with this in mind. This upgraded Joomla CMS website provides device independent views of the website on computers, phones and tablets, leveraging the capabilities of the latest Joomla CMS updates and fully implementing a CSS Framework with HTML5 compliant design. We developed this upgraded website design with the intention of implementing similar design updates throughout the Town's websites. We fully understand and support the Town's desire to implement "adaptive interactive" design, responsive design. We are prepared to begin implementing these design updates immediately.

Marketing Progress, Inc. fully understands the needs of the Town to upgrade your current Joomla CMS installations to the latest stable version of Joomla which has the necessary functional component support to meet the Town's requirements. Both the Morton Museum website and the upgraded Library website were implemented with Joomla v2.5. Joomla 3.0 has been released in the past few weeks, but does not yet have the support of all component developers. Individual Town websites will be implemented going forward with Joomla v2.5 or v3.0, depending on requirements. We have extensive experience in identifying and implementing Joomla CMS components which provide functionality needed on the Town's websites. We have recommended upgrades, the installation of new components and managed that process successfully for several years. We will continue to do so. We have extensive experience in upgrading Joomla CMS websites, selecting and installing key functional components and given our deep understanding of the Town's current Joomla CMS implementations & functional components, we are uniquely qualified to manage the required upgrades for the Town.

We continue to support the Public Information Officer and various Town divisions & departments with ongoing consulting, maintenance and support services. We provide support on a regular basis and propose to continue to do so in the same friendly and efficient manner going forward.

Marketing Progress, Inc. provides thorough and timely training and retraining, as needed, to the staff of the Town. We provide training in Joomla CMS and all components to our entire base of customers and have succeeded under all conditions. We anticipate Town wide training updates with the implementation of upgraded Joomla CMS websites across the Town. We also recommend the use of other training materials, as have already been adopted by the Town. We have a great deal of experience in working with Town staff and are uniquely qualified to deliver & maintain training for the Town.

Marketing Progress, Inc. already provides the Town with an online & email based ticket system to manage the maintenance requests made by Town personnel. We propose to continue use of this system. This system provides acknowledgement via email of each request, provides emails with ongoing updates on each ticket, including completed task notes to the requestor and others copied on the request. This system has been in place with the Town for a couple of years. We propose to continue and expand its usage by Town staff. We request PO#s be included with requests and provide quotes/estimates as needed via the ticket system and do not perform the work until a PO# is issued.

Marketing Progress, Inc. understands the need for prompt response to requests for immediate changes/corrections. We currently provide 24 hour or less response time on all such requests. Any request for support is reviewed by our primary, typically within a couple of hours of the request being received. The appropriate resource is then assigned to complete the requested work and depending on the required response time, the work is either completed immediately, well under the 24 hour response time, or scheduled for work within 24-48 hours. Updates on the status and completion of all work are provided through the online support system.

Marketing Progress, Inc. has extensive experience with designing and developing websites which are mobile browser friendly. The anticipated upgrades to the Joomla cms and website templates will bring all of the Town's divisions/departments up to the full responsive design capability of the already upgraded library website.

Marketing Progress, Inc. understands the development of smartphone apps. We can develop mobile apps ourselves and we typically work with other developers, depending on specific requirements, to develop stand-alone mobile apps.

Marketing Progress, Inc. has designated Gregory (Greg) Lane as our primary and dedicated point of contact. Greg is and will be available to the Public Information Officer on a 24/7 basis via phone, email, and the ticket system. Greg can handle most requests for support and will escalate any issues requiring more technical support or specific skills to Jeff Milton. Greg will also be the primary contact for delivery of consulting services. Greg will serve as architect for the Town's websites and will work with the Public Information Officer and various division & department contacts to establish project scope & requirements prior to a PO or amendment being issued by the Town.

5.2.4.1 Project Approach - Marketing Progress, Inc. has already taken the first step in approaching this year's Town website upgrades by conducting an extensive survey of all divisions and departments during February and March of 2012. The materials prepared by Greg Lane (see attachment) provided information for all divisions and departments to evaluate budgetary planning to meet their website upgrade, functional upgrade and maintenance needs. Not all recommendations were funded through the Town budget, but most were.

The Town's Library website has already been upgraded and additional functionality for event reservation has been added.

Marketing Progress, Inc. proposes to continue this process with all other divisions & departments throughout the balance of this year to complete the upgrades and functional additions identified in last year's review. We intend to continue the process of annual review of websites and consulting discussions with divisions & departments as other Town functions are considered for addition to your websites. We are anxious to begin work and complete the work recommended and budgeted for this year.

5.2.4.3 Project Management - Marketing Progress, Inc. will provide project management support for all work with the Town, as has been the case over the past several years. Greg Lane will maintain close working relationship with the Public Information Officer to coordinate projects with the Town's communications plans and to prioritize website upgrades and other work. Greg will coordinate with division & department staff to establish timelines, Town deliverables, Marketing Progress deliverables, project status updates, etcetera.

Marketing Progress, Inc. believes our extensive past & recent experience with coordinating and project managing website projects with the Town indicates we have a strong project process mentality and can assist the Town staff in meeting their website upgrade needs now and in the future. We remain open to adjusting our processes as needed for individual divisions or departments who may have on-staff project management resources. We work successfully with and without dedicated Town project management resources.

Marketing Progress also proposes to facilitate annual website reviews with the Town, including reviews with each of the departments/divisions with website responsibilities prior to the annual budget cycle.

**ATTACHMENT 9.1: Certification of Compliance**

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**MARKETING PROGRESS, INC.**

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Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

1. the laws of the State of Tennessee;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
6. the condition that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

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 Proposer Signature and Date

2/25/2013



11/09/2012

To Whom it May Concern

As of November 9, 2012, the bank account for **MARKETING PROGRESS, INC.** with the signer Jeffery Milton is in good standing. There are no outstanding debts or unpaid items. If you have any other questions please contact me directly.

Warm Regards,

Benjamin Wilson



Benjamin Wilson, RM  
Key Bank  
303-617-2971  
4090 S. Parker Road  
Aurora, CO 80014  
Benjamin\_R\_Wilson@keybank.com



### Certificate of Insurance

This certifies that

- State Farm Fire and Casualty Company, Bloomington, Illinois
- State Farm General Insurance Company, Bloomington, Illinois
- State Farm Fire and Casualty Company, Aurora, Ontario
- State Farm Florida Insurance Company, Winter Haven, Florida
- State Farm Lloyds, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder **MARKETING PROGRESS INC**

Address of policyholder **14022 E TUFTS DR STE 913 AURORA CO 80015-5617**

Location of operations **14022 E TUFTS DR STE 913 AURORA CO 80015-5617**

Description of operations **Marketing Services**

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Policy Number	Type of Insurance	Policy Period		Limits of Liability (at beginning of policy period)
		Effective Date	Expiration Date	
96-BV-E055-4	Comprehensive Business Liability	08/01/12	08/01/13	BODILY INJURY AND PROPERTY DAMAGE
	This insurance includes: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Products - Completed Operations</li> <li><input type="checkbox"/> Contractual Liability</li> <li><input type="checkbox"/> Personal Injury</li> <li><input type="checkbox"/> Advertising Injury</li> </ul>			Each Occurrence \$ 1,000,000.00 General Aggregate \$ 2,000,000.00 Product - Completed Operations Aggregate \$ 2,000,000.00
Policy Number	EXCESS LIABILITY	Effective Date	Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other			Each Occurrence \$ Aggregate \$
Policy Number	Type of Insurance	Effective Date	Expiration Date	Part I - Workers Compensation - Statutory Part II - Employers Liability
	Workers' Compensation and Employers Liability			Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$
Policy Number	Type of Insurance	Effective Date	Expiration Date	Limits of Liability (at beginning of policy period)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder 30 days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative  
**Office Representative** 11/09/12  
 Title Date  
**Melissa Kitowski**  
 Agent Name  
 Telephone Number **(303) 680-6666**

Agent's Code Stamp  
 Agent Code **2235**  
 AFO Code **F911**



**JEFFREY MILTON**

14022 East Tufts Drive, Suite 913  
Aurora, Colorado 80015

T: 303-408-9076  
E: [jeffrey.milton@gmail.com](mailto:jeffrey.milton@gmail.com)

## **PROFILE**

Internet Marketer since 1994, Jeff has worked with subject matter experts in a wide variety of industries to gather requirements, write use cases, establish and facilitate project management, manage development teams in every major scripting and programming language, and develop compelling user interfaces while maintaining usability and cross browser compatibility.

## **EXPERIENCE**

### **FOUNDER/CEO, MARKETING PROGRESS, INC.; AURORA, CO — 2011-PRESENT**

Created a full service marketing services company with foundation of return on investment and delivering more than promised. We use data driven decision making to make smart decisions while working closely with our customers to keep all customer communication consistent and integrated with brand stewardship efforts.

### **PRODUCT MANAGER, GRAPHICS & MOTION INC.; MEMPHIS, TN — 2002-2011**

Architected in house CMS and created tiered service offering. Bundled Open Source software packages with value added design & development services and offered as products with varying levels of ongoing support.

### **SYSTEM ARCHITECT & PROJECT MANAGER, GRAPHICS & MOTION INC.; MEMPHIS, TN — 1999-2011**

Established in house development group hiring local developers, H1B, & remote contractors. Constructed, maintained, and rewrote substantial systems in many industries including: logistics, health & fitness, religious organizations, fashion, retail, wholesale, & service. Systems were written in: ASP, .net, JSP, Java, Java Beans, XSL, Cold Fusion, Flex, Perl, & Php.

### **E-COMMERCE MANAGER, GRAPHICS & MOTION INC.; MEMPHIS, TN — 1998-2011**

Assembled working group of contractors, employees and strategic partners to provide secure e-commerce from productized e-commerce packages to e-commerce driven membership systems (religious, health & fitness).

### **CREATIVE DIRECTOR, GRAPHICS & MOTION INC.; MEMPHIS, TN — 1996-2011**

Continued design and development and managed 2-5 designers in print, web, & kiosk development.

### **ART DIRECTOR, GRAPHICS & MOTION INC.; MEMPHIS, TN — 1994-1996**

Designed and developed websites and collateral material for small and medium sized companies.

## **STRENGTHS**

- Results oriented practices forged over 15+ years working with business owners and upper level management.
- Skilled in understanding business processes to identify development needs and provide documentation for user interaction with newly developed systems.
- Accomplished in working directly with developers to ensure that milestones are met on time and without exceeding budget.
- Experienced with leading edge development and marketing practices and continually researches to remain current. Understands how to implement cross-training programs and process management to increase efficiency.
- Utilizes a design background to raise overall visual quality and usability as well as aids in the development of print related materials.

**ACCOMPLISHMENTS**

Restructured hosting, email, and SAAS products to increase competitive edge and produce additional revenue streams. Implementation of these efforts has produced 90% - 120% in additional revenue in 2010 with a 30% reduction in costs.

Studied chain of custody requirements for handling of genetically modified food products architected a system to meet EU standards. Project Managed four separate development cycles over the course of 2 years that resulted in a system over 500,000 lines of code. Project was purchased by Monsanto.

Project managed re-write of java based nutritional system into php/mysql which offered an agile environment allowing quick capture of new market opportunities. Decision to shift languages was based entirely on reduced cycle time of new feature launches using existing resources. Site was launched and then quickly purchased and incorporated into a well rounded fitness SAAS offering.

Evaluated and picked open source languages and technologies for rapid development, extensible coding techniques, and agile business solutions. Created competitive advantage by picking the right technologies early, training and hiring key contractors and employees, and creating revenue streams with in house and contracted talent.

Established corporate identities, communication plans, and integrated marketing plans that launched several successful startups and created new revenue streams for existing companies. Worked with design firms to adapt existing branding for web. Understanding both design and development, strategic business relationships were formed which naturally lead to e-commerce opportunities. Managed millions of dollars in revenue generated through online commerce applications in addition to the marketing budgets for these organizations.

**SKILLS**

Utilizes the latest standard compliant practices using HTML4/5, CSS2/3 (Box Model), Basic Javascript, and Libraries including JQuery, & Mootools. Actively develops in many CMS and Ecommerce Open Source software such as Wordpress, Joomla, Drupal and Magento. Has worked with content distribution networks (CDN's) to extend life cycle of high traffic environments. Currently manages numerous FreeBSD, Linux (CentOS & Fedora), & Windows 2003 servers and maintains DNS for hundreds of companies.

**EDUCATION**

Memphis College of Art, Memphis, TN — BFA Design Arts, 1997

**REFERRALS**

Available upon request.

**GREGORY J. LANE**  
5410 Finchwood Avenue  
Memphis, Tennessee 38115  
(cell) 901-827-8631

## **SUMMARY**

Responsible & accountable creative developer with strong marketing, sales, TQM, problem solving and analytic skills, based on broad areas of expertise and 35+ years sales, operations, staff and management experience. Participative leader with excellent written and oral communication skills and the ability to relate to and communicate with people at all organizational levels, in industry and public and private institutions.

## **EXPERIENCE**

Marketing Progress, Inc., Aurora Colorado & Memphis, Tennessee 3/2012 - present

### **Sr VP Business Development**

Providing sales and business development leadership for Marketing Progress, Inc. First, I transitioned current Graphics & Motion customers to Marketing Progress with limited loss of customers. Building additional marketing services and sales of strategic marketing consulting services for key accounts. Providing point of contact for all major account sales and quotations. Expanding sales programs by adding sales and customer service staff.

Graphics & Motion, Inc., Memphis, Tennessee 1999 – 2/2012

### **President/CEO**

Expanded interactive design, web application, Internet marketing services business, which grew from the Graphics & Motion division of Lane Associations Incorporated.

- Tripled company revenue three years in a row.
- Initiated SaaS products for anesthesiology, bio agriculture and web content services.
- Added multimedia services to product mix.

LANE ASSOCIATIONS INCORPORATED, Memphis, Tennessee 1994 - Present

### **Chairman/COO**

Established company providing consulting services to clients including IBM and Continental Traffic Services.

- The MG Consulting division provides supply chain management, process reengineering, TQM, sales training and sales automation and general management consulting services in association with Sterling Solutions, LLC.
- The Graphics & Motion division provides marketing and advertising services, including graphic design, print, and Internet WWW publishing.

INTERNATIONAL BUSINESS MACHINES CORP., Memphis, Tennessee 1996 -1997

Solutions Executive, Transportation Industry Service Unit

Co-managed the initiation of a transportation and logistics network centric information service for the TISU division of IBM.

- Provided market input, logistics expertise and customer feedback on the new product systems development team.
- Developed the product launch Market Development Plan.
- Initiated pre-announcement major account sales activities.

FEDEX CORPORATION, Denver, Colorado & Memphis, Tennessee 1983 -1994

Managing Director, Sales and Marketing, Business Logistics Services 1991 - 1994

Managed North American and international sales activities with \$350+ million in annual revenue and 60+ sales & marketing managers & professionals worldwide.

- Initiated new products and specialized services, including:
  - "RunningSTART", the first nationwide before 8 AM delivery service.
  - "E-Merge", product component shipments from multiple origins to a single destination.
- Expanded PartsBank services to worldwide Business Logistics Centers in Europe and Asia.
- Earned 1993 Federal Express "President's Club" Sales Award.

Manager, Computer Industry Sales, Business Logistics Services Division 1989 - 1991

Led a multi-disciplinary technical sales and product development team servicing key industry accounts including, IBM, Hewlett Packard and Sun Microsystems.

- Generated \$85 + million in new revenue, including FedEx's largest single contract of \$30+ million per year.
- Awarded 1991 Federal Express Management "Five Star" award.
- Chosen as 1990 and 1991 Federal Express "President's Club" sales winner.
- Represented BLS Division on corporate Malcom Baldrige Award submission committee.

Senior Logistics Executive, BLS Division 1988 - 1989

Participated in establishing FedEx's third party logistics division, integrating physical and information processes across the supply chain.

- Sold \$18+ million of time enhanced integrated logistics services in first year.
- Named 1990 Global Sales "Hall of Fame" winner (Charter BLS Division Award Winner).
- Earned 1989 Federal Express "President's Club" Sales Award.

Business Development Executive, Corporate and Logistics Sales 1985 - 1988

Presented training courses for global sales force, station operations managers and business service center managers.

- Developed and facilitated advanced sales and sales management training courses.

- Participated on multi-disciplined new product development team defining expanded logistics service.
- Represented the sales division on the corporate product development committee.
- Received 1987 Corporate Sales divisional "Leadership" award.

Senior Account Executive, Denver Colorado 1983 -1985

Managed the Denver, Northern Colorado and Wyoming markets.

- Increased revenue from \$1 million annually to \$5 million annually in less than 2 years.
- Expanded operations from two stations to seven stations in market area.
- Named 1985 National Sales "Hall of Fame" award winner.
- Earned 1985 Mountain District "MVP" regional sales award.
- Chosen 1984 Western Region Sales "Rookie of the Year".

ARTHUR J. FRITZ AND COMPANY, Denver, Colorado

1980 -1983

Regional Manager, Rocky Mountain Area

Managed all operations and sales, for this full service international freight forwarder and customhouse broker in Denver, CO, and Salt Lake City, UT.

- Developed customs bonded warehouse and new operations facility.
- Corrected major operational quality problems, improving productivity 100%.
- Implemented a regional employee development program resulting in several CHB licenses.
- Converted all operations activity & document preparation to the on-line Fritz Automated Systems for Transportation (FAST).

STORAGE TECHNOLOGY CORPORATION, Louisville, Colorado

1973 -1980

Corporate Transportation and Shipping Manager

Managed \$28+ million dollar budget for domestic and international transportation services, private & public warehouse operations, shipping and fleet operations and 140+ managers and employees.

- Reduced logistics expenses by more than \$12 million dollars annually (about 30%).
- Led team development and implementation of an automated traffic management information, routing and freight accounting system (TRUCS).

## **PROFESSIONAL INVOLVEMENT**

Member and active participant in the Society of Entrepreneurs Roundtable. 2000 - 2003

Member & Board Director of the Memphis Belle Memorial Association, Inc. Participate as Webmaster, on legal committee and by-laws committee. 1999 – 2006

Member Metro Memphis Attractions Association. 1999 - 2003

Member Memphis Regional Chamber and Germantown Chamber of Commerce.  
Participate in Memphis Area High Tech Council and Business Development Committee.  
1998 - Present

Member of the Council of Logistics Management (CLM); speaker at several CLM  
Annual Education Conferences. Published in CLM's 'Business Logistics Journal'. 1980 -  
2002

Chairman of the Transportation Management Advisory committee for Community  
College of Denver and Emily Griffith Opportunity School. Founded annual "Operation:  
Stimulus" weekend seminar as a co-production of Delta Nu Alpha chapters and the  
Traffic Club of Denver. 1978 - 1983

Member and regional vice president of Delta Nu Alpha (DNA) national transportation  
education fraternity; speaker at several education conferences. Chartered University of  
Colorado Student Chapter. 1974 - 1983

Member, officer and director of the Traffic Club of Denver. Chaired education advisory  
committee and edited monthly club news magazine. 1974 - 1983

## **EDUCATION**

- Many hundreds of ongoing hours of technical and management training courses through colleges, employers and professional organizations.
- Attended University of Colorado, Boulder and Denver campuses, and the Community College of Denver.
- Graduated Valedictorian at The Abbey School, Canon City, Colorado 81212. 1970

## **REFERENCES**

Available on Request