



REQUEST FOR PROPOSAL

Redesign FoodBankNYC.org site

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OVERVIEW AND BACKGROUND

The award-winning work done by Food Bank For New York City, the city's major hunger-relief organization, has helped to alleviate hunger for decades. Our mission is to end hunger in New York City by organizing food, information and support for community survival and dignity.

Through a city-wide network of approximately 1,000 community-based member programs, Food Bank is able to deliver food to more than 1.5 million New Yorkers at risk of going hungry throughout the five boroughs. This network is comprised of soup kitchens, food pantries, and other hunger relief programs, ranging from small faith-based, volunteer-run emergency food programs to some of the city's largest multi-service hunger organizations. Food Bank maintains a comprehensive inventory of food for these programs, enabling them to plan and order a variety of foods at very low cost, and provide balanced nutritious meals for New Yorkers in need.

Emergency food is a critical first step in the continuum of services needed to address food poverty, and we recognize that longer-term solutions are necessary for fulfilling our mission to put an end to hunger for residents of New York City. For that reason, Food Bank goes beyond providing food by also ensuring that New Yorkers are accessing income supports like food stamps and tax credits, and that they are equipped with the knowledge to make wise nutrition choices with limited food dollars. Food Bank's own Community Kitchen in West Harlem serves as a model for the network, integrating the Food Bank's approaches to food poverty, and piloting new ideas and service delivery models.

The purpose of this RFP is to ensure the Food Bank selects the most competitive qualified bidder transparently.

SCOPE AND CRITERIA

Redesign FoodBankNYC.org with updated graphics, easy-to-use navigation and functionality, and effective calls to action. Refine and reorganize existing content for maximum effectiveness in driving visitors to action items (fundraising/volunteering/advocacy). Create a new visual design and implement it as an updateable/replaceable theme/template (the current plan is to use Wordpress, although alternatives are possible). Create password-protected sections and integrate via single sign-on with other IT systems.

BACKGROUND

The current site is based on an outdated CMS, visual design, look and feel, and information architecture. The site receives approximately 1,000 unique visitors per day and bounce rates average under 60%. But the current site does little to leverage the organization's brand, drive clicks to action items, or build audience. Help us re-think the content and functionality, as well as the visual design, while staying consistent with our logo and overall brand and making it easy to update when we next refresh branding.

Beyond the general public, the site serves current and potential donors, volunteers, agency partners, advocates, press, and not least, hungry New Yorkers. There are several audience-specific subdomains, portals, and password-protected areas. The challenge is to unify the look and feel of the site, and keep the design clean and simple, while still addressing the specific needs of each audience.

QUALIFICATION REQUIREMENTS

- Experience with design for large organizations
- Excellent communication, presentation, and collaboration skills
- Portfolio of beautiful, highly functional sites designed & built
- Ability to articulate, test, and measure design and content goals
- Proven commitment to transparent, well-documented, easy to modify code and workflow

TIMELINE/DELIVERABLES

Until May 1	Q&A
May 1	Proposals due
May 15	Anticipated contract award
May 25	Begin design work & requirements gathering
June 15	Initial design options presented
July 1	Design option and content decided; begin build
August 1	Beta
August 15	Launch

SPECIFICATIONS

- Strategic guidance on all aspects of the site, including better solutions than those requested
- Clean, beautiful visual design around our current logo
- Easy, direct navigation to relevant information and action items per audience (fundraising, volunteering, advocacy)
- Functionality, content, and design vetted by stakeholder feedback & user studies
- Built on a popular, well-maintained, plugin-extensible, free/open-source CMS
- Responsive and high-DPI-friendly layout
- Visual design contained within a standardized, modular template
- Re-create several small features of current site (e.g., password-protected intranet, forms)
- Custom functionality, where needed, built with popular, well-maintained free/open-source plugins/libraries
- Clear documentation of all site functions, styles, and content workflow
- SEO-friendly, ADA compliant, and logical markup
- Compliance with nonprofit disclosure requirements
- Integration with social media and Google Analytics

PROPOSAL EVALUATION

Proposals will be evaluated and ranked on the criteria below.

OVERALL EVALUATION CRITERIA

Quality of Proposed Project Plan	25%
Experience and Qualifications	25%
Reasonableness of Fee	25%
Quality of References	25%

ADDITIONAL AREAS OF CONSIDERATION

- Experience in the Nonprofit sector
- Experience managing projects of similar scope
- Commitment to sustainable and transparent code
- Ability to quickly and clearly communicate with FB NYC staff
- Understanding of and commitment to supporting Food Bank's hunger relief efforts
- Commitment to diversity in all forms

INSTRUCTIONS TO RESPONDERS

FORMAT REQUIREMENTS FOR SUBMISSION

- Cover Letter and Signature Page signed by an representative of the firm authorized to bind the firm to the commitments in the proposal
- General information:
 - a. What distinguishes the proposer's company from its competitors
 - b. A brief history of the company, size, and discussion of the products or services it provides.
- Proposed Scope of Services including:
 - a. Outline of services
 - b. Project approach
 - c. Project timeline
- Pricing Proposal:
 - a. Schedule of cost by service
 - b. Support costs
 - c. Statement of any discounts or cost savings the Food Bank will receive
- Information on firm personnel including:
 - a. Account or contract manager assigned to the Food Bank
 - b. Local personnel assigned to support
 - c. Technical staff
- References - Provide the contact names of two recent clients where similar services outlined in this RFP were provided, such as other not-for-profits, companies of the same size or characteristics, who will serve as references. The references must be willing to talk informally with Food Bank's evaluation team. Please include the Name of the Company, a Contact Name and Title, Contract Address, Phone number or email address, and a very brief description of the project.

PROPOSAL DEADLINE & SUBMISSION INSTRUCTIONS

By June 20, 2013

Attn: Eli Jacobowitz, Web Content Manager

ejacobowitz@foodbanknyc.org

QUESTIONS

By June 14, 2013, please email any questions about this RFP to the above address and the answers will be posted on FoodBankNYC.org.

MANDATORY CONTRACT PROVISIONS

In the event a contract is entered into between Food Bank for New York City ("Food Bank") and your firm (the "Selected Firm"), the following provisions must be agreed to by the parties and added as an addendum to the extent not already provided for in the contract.

1. THE PARTIES AND SCOPE OF THIS AGREEMENT

- 1.1. The Parties: The Parties to this agreement are Food Bank and Selected Firm.
- 1.2. The Agreement: The following provisions, together with the attached contract, are defined as the "Agreement."
- 1.3. Conflicts Between Attached Contract and this Agreement: Any conflict(s) between the express terms of the attached contract and the provisions below shall be resolved in favor of the provision of the attached contract, except for Section 7.2 entitled "Withdrawal of Funding" and Section 4.6 entitled "Compliance with Government Contracts," which are rights retained by Food Bank regardless of any conflict, express or implied, with other provisions within this Agreement.
- 1.4. Assignment and Delegation: Selected Firm may not assign any rights or delegate any performance under this Agreement without Food Bank's prior written consent. All assignment of rights by the Selected Firm is prohibited, whether they are voluntary, involuntary, or by merger, consolidation, dissolution, or operation of law. Any purported assignment or delegation by Selected Firm in violation of this section is void.
- 1.5. Relationship of the Parties: This Agreement shall not create any franchise, fiduciary, agency, partnership, joint venture, employment or special relationship between the Parties.
 - 1.5.1. The Selected Firm is in no way authorized by this Agreement to make any contract, warranty, or representation, or to create any obligation, express or implied, on behalf of Food Bank.
 - 1.5.2. The Selected Firm is an independent contractor of Food Bank. Food Bank shall carry no worker's compensation, health or accident insurance to cover Selected Firm's employees, officers, or agents. Food Bank shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship. The Selected Firm agrees to report and pay any necessary contributions for taxes, unemployment insurance, Social Security and other benefits for itself.
- 1.6. Worker's Compensation and Employer's Liability: The Selected Firm will comply with all state regulations pertaining to worker's compensation requirements for insured or self-insured programs.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELECTED FIRM

- 2.1. Non-Discrimination: If applicable, the Selected Firm shall comply with federal anti-discrimination laws as well as Section 220e of the New York State Labor Law, Section 6-108 of the Administrative Code of the City of New York, Executive Order 50 (1980) as revised, and any successor provisions.
- 2.2. Drug Free Work Place: The Selected Firm, including its agents and employees, shall not possess or consume alcohol, or manufacture, distribute, dispense, possess, or use any unlawful or unauthorized drugs while on Food Bank property or while acting under this Agreement.
- 2.3. Debarment Status: To the extent that this Agreement calls for the delivery of goods or services pursuant to a federal, state, or local government grant or program, the Selected Firm hereby represents and warrants that it has not been debarred or excluded from such government grant or program. The Selected Firm further represents, warrants and covenants that it has not and will not use in any capacity the services of any individual, corporation, partnership, or association which has been debarred or excluded from participation in relevant federal, state, or local grants or programs. In the event that the Selected Firm is disbarred or excluded, or becomes aware of or receives notice of the debarment or exclusion of any individual, corporation, partnership, association or individual providing goods or services to the Selected Firm related to this Agreement, the Selected Firm agrees to notify Food Bank immediately.
- 2.4. General Covenants, Warrantees, and Representations: The Selected Firm covenants, warrants , and represents that:
 - 2.4.1. The signatory to this Agreement has the authority to bind the Selected Firm to perform the obligations provided for herein;
 - 2.4.2. All materials, information or software necessary to perform its duties under this Agreement are the property of the Selected Firm, or a third party from whom the Selected Firm has secured the right of use;
 - 2.4.3. The equipment, goods, software, and property provided to Food Bank are free from any claims or demands of third-parties, known or unknown, including, but not limited to claims of an existing security interest, copyright infringement, misappropriation, theft of trade secrets, and other property rights, and will defend, indemnify and hold Food Bank harmless from any such third party claim or demand;
 - 2.4.4. Selected Firm and its employees, officers, and agents will maintain any and all professional licenses and certifications necessary to deliver the goods and services contemplated by this Agreement;
 - 2.4.5. Selected Firm will fulfill its duties under this Agreement in compliance with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the delivery of goods and services under this Agreement; and

2.4.6. Selected Firm will at all times act in good faith and exert its best efforts to perform its obligations under this Agreement. For the purposes of this Agreement, "good faith" shall mean adherence to the high commercial and ethical standards of a not-for-profit charitable organization.

3. INSURANCE

3.1. Minimum Coverage: Selected Firm will propose insurance that meets or exceeds the needs of Food Bank. Food Bank reserves the right to approve any insurance proposed by the Selected Firm. At a minimum, the Selected Firm and any Subcontractor will provide general liability insurance coverage and, if applicable, product liability coverage of:

3.1.1. \$1,000,000 for bodily injury to any person for any one occurrence,

3.1.2. \$3,000,000 for bodily injury sustained by two or more persons for any one occurrence, and

3.1.3. \$1,000,000 for property damage for any one occurrence.

3.2. Food Bank as Additional Insured: In each case the Selected Firm shall designate Food Bank as an additional insured.

3.3. Occurrence-Based Policies: Such policies shall be "occurrence based" policies, providing coverage for all occurrences which are in any way related to the goods or services provided under this Agreement, regardless of when the claim with respect to such occurrence is made.

3.4. Proof of Insurance: Food Bank may demand that, before the Selected Firm provides any goods or services under this Agreement, the Selected Firm provides Food Bank with a valid certificate of insurance evidencing that such insurance is in effect and that such insurance will not be canceled or modified on less than thirty days' prior written notice to Food Bank. Failure on the part of Food Bank to make such a demand does not constitute a waiver of the insurance provisions contained in this section.

4. RIGHTS RESERVED BY FOOD BANK

4.1. Accounting Records and Right to Audit:

4.1.1. Selected Firm agrees to make available to Food Bank relevant records, programs, and data as may be reasonably requested by Food Bank to verify performance of Selected Firm's duties under and compliance with this Agreement.

4.1.2. Selected Firm agrees to keep accurate financial records in accordance with generally recognized accounting principles for all transactions related to the goods or services provided under this Agreement.

4.1.3. Food Bank reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the transactions contemplated in this Agreement at any time during the term of this Agreement and for five (5) years thereafter.

- 4.2. Ownership of Data: To the extent applicable, all data (including without limitation, written, printed, graphic, video and audio material, and information contained in any computer database or computer readable form) generated by the Selected Firm in the course of fulfilling its duties under this Agreement (the "Data") is the property of Food Bank. Any copyrightable work created in connection with performance of the this Agreement and contained in the Data is work made for hire, whether published or unpublished, and all rights therein are the property of Food Bank as employer, author and owner of copyright in such work.
- 4.3. Right to Select and Remove Personnel: Food Bank reserves the right to interview and select and, if necessary, replace, all of the Selected Firm's personnel who will provide services under this Agreement. Food Bank has the right to remove for reasonable cause any of the Selected Firm's personnel who will provide Services under this Agreement.
- 4.4. Use of Food Bank's Marks or Name Generally: Food Bank is the sole owner of all right, title and interest to all of Food Bank's trademarks, service marks and logos (collectively, the "Marks") and name. Selected Firm shall not use Food Bank's Marks or name without Food Bank's prior written approval. This provision will survive termination of this Agreement.
- 4.5. Use of Food Bank's Name and Marks for Marketing: Selected Firm shall not, without Food Bank's express written approval, publically represent on its website, in marketing materials, or otherwise that Selected Firm or its goods or services have been endorsed or used by Food Bank. Absent a specific licensing agreement to the contrary, Food Bank reserves the absolute right to withhold the use of its name and Marks by Selected Firm. This provision will survive termination of this Agreement.
- 4.6. Compliance with Government Contracts: Nothing in this Agreement shall be read to interfere with Food Bank's compliance with existing agreements between Food Bank and any federal, state, or local government. To the extent that this Agreement calls for the delivery of goods or services pursuant to a federal, state, or local government grant or program, Selected Firm agrees to abide by the rules and regulations of such program that are applicable to Selected Firm.

5. LICENSING OF FOOD BANK'S NAME AND MARKS

- 5.1. Statement of Ownership: Food Bank owns and has the authority to license in the United States its name and Marks. If this Agreement grants Selected Firm the right to use Food Bank's name or Marks, such right is a nonexclusive, nontransferable, non-assignable license. Nothing in this Agreement gives Selected Firm the right to use Food Bank's name or Marks other than in accordance with this Agreement.
- 5.2. Media Usage in Licensing Agreements: If this Agreement grants Selected Firm the right to use Food Bank's Marks or name, Food Bank must give prior written approval of the form of all promotional materials, packaging, news releases, announcements, advertising and other matter used in connection with this Agreement prior to use, release and/or distribution. Food Bank's written approval may be provided via fax, e-mail or mail. Food Bank's review of the proposed use of its name or Marks shall be timely, and approval shall not be unreasonably withheld.

6. CONFIDENTIALITY

- 6.1. Confidential Information Defined: Confidential Information is all information that is marked as such and all other information which a reasonable person would consider to be confidential. Confidential Information shall include, but is not limited to, information regarding Food Bank, its operations, programs, activities, financial condition, employees, officers, donors, grantors and customers ("Confidential Information").
- 6.2. Use of Confidential Information: Selected Firm agrees it will use Confidential Information solely for the purpose of providing goods and services under this Agreement. Absent written consent by Food Bank, Selected Firm shall not disclose, and will use their best efforts to prevent the disclosure of, any confidential or proprietary information about Food Bank and its employees, officers, directors, donors, grantors, affiliates, customers, and beneficiaries.
- 6.3. Permitted Disclosures: Notwithstanding the preceding paragraph, the Selected Firm may disclose Confidential Information to employees, agents, and consultants if i) the disclosure is reasonably necessary for the Selected Firm to fulfill its obligations under this Agreement and ii) all recipients of the Confidential Information agree to be bound by the confidentiality provisions of this Agreement.
- 6.4. Disclosures Compelled by Law: Upon receipt of any request, subpoena, or other legal obligation to produce any of Food Bank's Confidential Information, Selected Firm will promptly notify Food Bank. Selected Firm shall cooperate with Food Bank to limit the scope of the request, subpoena, or other legal obligation. Either Selected Firm or the Food Bank may, in its discretion, take legal or other action to oppose such disclosure. Confidential Information that is ultimately required to be disclosed by law, including information disclosed pursuant to a court order or subpoena, shall not otherwise cease to be treated as Confidential Information.
- 6.5. Return of Confidential Information: Upon written request of Food Bank, the Selected Firm will return all Confidential Information disclosed in written or tangible form, and the Selected Firm will destroy all of its copies, excerpts or notes made by it which contain any portions of the Confidential Information unless otherwise provided for by the parties. The Confidentiality provision will survive the termination of this Agreement.

7. TERMINATION

- 7.1. Termination for Cause: Food Bank shall have the right at any time to terminate this Agreement for "cause" on notice to Selected Firm. "Cause" shall be defined as:
 - 7.1.1.A material breach by Selected Firm of any of its obligations under the terms of this Agreement;
 - 7.1.2.Selected Firm being adjudged insolvent or bankrupt;
 - 7.1.3.The institution of any proceedings by or against Selected Firm seeking relief, reorganization or arrangement under any laws relating to bankruptcy or insolvency;

7.1.4. Any assignment by Selected Firm for the benefit of creditors;

7.1.5. The appointment of a receiver, liquidator, or trustee of any of Selected Firm's property or assets; or

7.1.6. The liquidation, dissolution or winding up of the business of Selected Firm.

7.2. Withdrawal of Funding: If the goods or services described in this Agreement support the development or operation of a program funded by state, federal or local government, Food Bank shall have the right to terminate this Agreement on fifteen (15) days' notice in the event that such grant or programmatic funding is withdrawn or materially reduced. Food Bank agrees to take all reasonable steps (including submitting grant renewal applications and complying with programmatic requirements) necessary to maintain the funding associated with this Agreement.

7.3. Reservation of Rights After Termination: Termination by Food Bank does not limit or restrict the rights and remedies available to Food Bank under this Agreement.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION

8.1. Limitation of Liability to Money Owed Under this Agreement: In no event shall Food Bank be liable under this Agreement, including for termination pursuant to Section 7, for any lost profits, consequential, exemplary, incidental, or punitive damages, including personal injury, death, costs of delay, any failure of delivery costs of lost or damaged property or liabilities to third parties arising from any source with respect to the activities of the Selected Firm related to this Agreement, regardless of whether Food Bank was made aware of the possibility of such damages. The liability of Food Bank under this contract to the Selected Firm and its successors, assignees, agents shall not exceed the amount of money paid or otherwise owed for approved goods or services under this Agreement by Food Bank.

8.2. Indemnification: Selected party will indemnify and hold harmless Food Bank, its officers, directors, employees and agents, and their respective successors and assignees, against any cause of action, loss, liability, damage, cost or expense, whether accrued, absolute, contingent or otherwise, including attorney's fees and costs (whether or not a suit is brought) arising out of or relating to the Selected Firm's activities under this Agreement, including but not limited to Selected Firm's breach of any of Selected Firm's representations, warranties or covenants in this Agreement; any negligence or misrepresentation attributable to Selected Firm, its agents, officers, or employees; and any failure on the part of Selected Firm to comply with federal, state, or local laws, regulations, or ordinances. This indemnification obligation will survive the termination of this Agreement.

8.3. Indemnification for Licensing of Marks: If this Agreement concerns licensing of the Marks, indemnity for claims that seek to settle the ownership of or rights to the Marks will be limited to reasonable attorney's fees incurred by Food Bank in defending against any such claim.

9. ALTERING AND AMENDING THE AGREEMENT

- 9.1. Authorized Representatives: The only persons that are, or will be, authorized to speak or act for Food Bank in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to the Selected Firm.
- 9.2. Limitation on Waiver: No provision in this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties operates as a waiver or estoppel of any right, remedy, or condition. No waiver of any right will be deemed a continuing waiver unless the intent to grant a continuing waiver is evident in the plain language of the writing.
- 9.3. Amendments: No amendment, rescission, supplementation, termination, or discharge of this Agreement will be effective unless reduced to a writing identified as an amendment to this Agreement and executed by such officers of the Selected Firm and Food Bank who are authorized to execute agreements on their organization's behalf.

10. ENTIRE AGREEMENT AND DISPUTE RESOLUTION

- 10.1. Entire Agreement: This Agreement and all its attachments constitute the entire agreement between the parties and supersede all prior agreements, oral or written.
- 10.2. Negotiation and Mediation: The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. If the Parties are unable to resolve the dispute by negotiation, they may endeavor, but are not required, to resolve the dispute by mediation.
- 10.3. Venue: Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the action in a Federal or State court in the State of New York. Selected Firm and Food Bank each expressly waive i) any objection which it may now or later have to the laying of venue in a Federal or State court in the State of New York and ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- 10.4. Choice of Law: The laws of the State of New York govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including its validity, interpretation, construction, and enforcement, as well as any action in tort brought by the Selected Firm against Food Bank.