



**City of Keene**  
*New Hampshire*

**REQUEST FOR PROPOSALS**

RFP No. \_\_\_\_\_

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Prepared by:

The City of Keene, NH

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**Due**

\_\_\_\_\_  
No later than 4:00 P.M.

**Deliver to:**

Purchasing and Contract Services Office  
City Hall, 3<sup>rd</sup> Floor 3 Washington Street  
Keene, N.H. 03431

Tel. 603-357-9800 Fax  
603-283-5663

[purchasing@ci.keene.nh.us](mailto:purchasing@ci.keene.nh.us)

[www.ci.keene.nh.us](http://www.ci.keene.nh.us)



**City of Keene**  
*New Hampshire*

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## ADVERTISEMENT

**RFP No.** \_\_\_\_\_

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The City of Keene, New Hampshire is seeking proposals for

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The full solicitation is posted on the city's website, [www.ci.keene.nh.us/purchasing-projects](http://www.ci.keene.nh.us/purchasing-projects). Questions regarding this project shall be directed to Purchasing and Contract Services, in writing, via the current project database (<https://ci.keene.nh.us/finance-purchasing/current-projects>).

Proposals are due in the Purchasing and Contract Services Office, City Hall, 3<sup>rd</sup> Floor, 3 Washington Street, Keene, New Hampshire 03431 by **4:00 P.M. on 08/31/2021**. Proposals received after that date and time will not be considered.

To receive automatic notification of business opportunities with the City of Keene please register online at [www.ci.keene.nh.us](http://www.ci.keene.nh.us)

## INFORMATION

The City of Keene, New Hampshire is seeking proposals for

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Information is available on the City of Keene website, <http://www.ci.keene.nh.us/purchasing-projects>. Interested parties are encouraged to **register as a vendor** to receive notices about this project and other opportunities with the City of Keene.

The City of Keene is offering two submission options:

Mail-in or in-person delivery:

Submit Seven (7) hard copies of the proposal (preferably on double-sided, maximum post-consumer recycled content paper) and one (1) electronic copy on a thumb drive to the City of Keene Purchasing & Contract Services Office, City Hall, 3<sup>rd</sup> Floor, 3 Washington Street, Keene, NH 03431, clearly labeled as **RFP No.02-22-01 City Branding, Marketing, and Communications**.

Email Submission:

To submit electronically, the proposal should be emailed to [purchasing@ci.keene.nh.us](mailto:purchasing@ci.keene.nh.us) and under the email subject, please add the Project No. and Title of the project. If the proposal is submitted electronically, it is **required** that six (6) hard copies of the proposal (preferably on double-sided, maximum post-consumer recycled content paper) be mailed to the Purchasing & Contract Services Office, City Hall, 3<sup>rd</sup> Floor, 3 Washington Street, Keene, New Hampshire 03431. **The postmark must be on or before the due date.**

*Please note that the City's email server limits attachments to 10 MB. If the proposal exceeds this limit, it will not be received by the City and no notification will be provided to either the sender or the receiver. As such, we HIGHLY RECOMMEND using a file sharing service and also calling to verify receipt.*

All proposals must be received by **4:00 PM on 8/31/21** . Proposals received after that date and time shall not be considered.

All correspondence concerning this RFP shall be addressed to Purchasing and Contract Services Office via the current project database (<https://ci.keene.nh.us/finance-purchasing/current-projects>.)

The City of Keene is committed to sustainability and, when economically feasible, strives to work with businesses that are integrating sustainability into their operations and can further the City's sustainability objectives.

## TERMS & CONDITIONS

RFP No. \_\_\_\_\_

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### 1) **Changes To Provisions/Specs**

Any change to the provisions or specifications of the RFP shall be made by written addendum issued no later than four (4) working days prior to the RFP due date.

### 2) **RFP Response Requirements**

Proposals should be succinct and well-organized, and no more than 25 pages (double-sided preferred) which includes cover and index. At a minimum, the following sections and information shall be included:

- a. Cover Letter: Provide a statement of ability to complete the project with current workload; cite any conflicts of interest; and provide a 90-day guarantee on terms.
- b. Contractor Qualifications: Provide an overview of qualifications for the contract team including, but not limited to, type of firm and relevant project experience.
- c. Project Team: list team members and management responsible for providing each of the proposed services for this project including details about their relevant experience.
- d. Approach and timeline: a demonstration of understanding of the project scope and description of the proposed timeline including any specific tasks and information firm will require from City staff.
- e. Cost Proposal: a detailed schedule of all fees by project phase or component including all reimbursable expenses to accommodate the full scope of services defined herein and any additional deliverables included in proposals
- f. Appendices: Provide resumes of key staff members. Provide firm references from at least three similar projects, including name, address, telephone number, title of project, and description of the work performed.
- g. Insurance: Provide a Certificate of Insurance which clearly documents all current coverage limits available to the contractor. Successful contractor will be required to provide a policy endorsement which shows the City of Keene to be an additional named insured.

### 3) **Process**

- a) Upon review of all responsive proposals, the City may conduct interviews of some, all, or none of the firms submitting proposals.
- b) If necessary, and upon completion of the interviews, the City will finalize a final Scope of Services and Fee with the selected firm.
- c) If the City is unable to reach an agreement with the selected firm, the City reserves the right to negotiate with the next highest rated firm until an agreement is reached.
- d) The City of Keene reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems in the best interest of the City.

- e) The City reserves the right to make such inquiries regarding a firm's qualifications and reputation as it deems necessary to evaluate the firm.
- f) Once a firm is selected and an agreement is reached, a recommendation will be made to the City Manager and, if required, to City Council. Upon final approval, the City Manager will approve a contract award to the successful proposer.
- g) The Purchasing and Contract Services staff will prepare a Notice of Award and Agreement for execution. Upon execution of the Contract, the CONTRACTOR will be instructed to commence providing the work outlined in the contract.
- h) The City reserves the right to negotiate directly with the firm selected for additional project work including construction administration services, and/or additional project engineering and design services.

#### **4) Work Product**

All information, data, documents, photos, computer records and other materials of any kind acquired or developed by the CONTRACTOR pursuant to this proposal shall be the property of the City of Keene.



City of Keene  
*New Hampshire*

**NOTICE OF AWARD**

**RFP No. \_\_\_\_\_**

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By Email

Date

SUBJECT: Notice of Award - RFP No. \_\_\_\_\_

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Congratulations!

You are hereby notified that the above-captioned project has been awarded to your firm by the City Manager.

In order for us to execute the contract and issue a Purchase Order, please submit the following documents within ten (10) days:

- Signed Notice of Award
- Signed Agreement
- Certificate of Insurance (listing the City of Keene as additional insured, with an endorsement)

Electronic copies are acceptable and certainly expedite the process. We look forward to working with you. Please let me know if you have any questions.

Sincerely,

Yves P. Gakunde  
Purchasing & Contract Services Manager  
3 Washington Street  
City of Keene, NH 03431



**City of Keene**  
*New Hampshire*

**ACCEPTANCE OF  
NOTICE OF AWARD**

**RFP No.** \_\_\_\_\_

\_\_\_\_\_

Receipt of the above Notice of Award is hereby acknowledged:

By \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20 **21**

By \_\_\_\_\_

Title \_\_\_\_\_





City of Keene  
New Hampshire

**AGREEMENT**

**RFP No.** \_\_\_\_\_

This AGREEMENT made and entered into by and between the **City of Keene**, a New Hampshire municipal corporation with an address of **3 Washington Street, Keene, NH, 03431**, hereinafter the “CITY, and \_\_\_\_\_, a corporation with an address of \_\_\_\_\_, hereinafter the “CONTRACTOR.”

**WITNESSETH**

WHEREAS, the CITY intends to enter into a Professional Services Agreement for an amount not to exceed \_\_\_\_\_ **Dollars (\$** \_\_\_\_\_) with the CONTRACTOR. The contract is for the purpose of providing the CITY with professional engineering services for

\_\_\_\_\_ hereinafter the “PROJECT”.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the CITY hereby contracts with the CONTRACTOR to furnish the following professional services in connection with the proposed PROJECT, and it is agreed by the CITY and the CONTRACTOR as set forth below. In the event of any conflict regarding language between the various contract documents and exhibits, CITY language shall take precedence.

**SECTION 1 - SERVICES OF CONTRACTOR**

- 1.1. General. Upon execution of this AGREEMENT, the CONTRACTOR agrees to proceed for the CITY with all project formulation, deliverables, and management of the PROJECT as described in **Exhibit A, Scope of Services**.
- 1.2. The CONTRACTOR agrees to provide all services necessary to maintain eligibility for funding.
- 1.3. The parties intend that the CONTRACTOR shall be an independent contractor for all purposes, and not an employee of the City.

## SECTION 2 - CITY'S RESPONSIBILITIES

- 2.1 Designate in writing a person to act as the CITY'S representative with respect to the Services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define THE CITY'S policies and decisions with respect to the CONTRACTOR'S services for the PROJECT, but shall not have the authority to amend this AGREEMENT.
- 2.2 Assist the CONTRACTOR by placing at his/her disposal all available information pertinent to the PROJECT, including but not limited to, previous reports, studies, and other data relative to the design of the PROJECT.
- 2.3 Provide all criteria as to the CITY'S requirements for the PROJECT.
- 2.4 Assist the CONTRACTOR in arranging access to and make provisions for the CONTRACTOR to enter upon public and private property as required for the CONTRACTOR to perform Services under this AGREEMENT.
- 2.5 Give prompt written notice to the CONTRACTOR whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR'S Services.

## SECTION 3 - PERIOD OF SERVICE

- 3.1 The compensation for CONTRACTOR'S Services has been agreed to in anticipation of the orderly and continuous progress of the PROJECT. The PROJECT shall commence upon contract execution and be completed in a timely manner. The specific schedule of work to complete the Services shall be made by mutual agreement.

## SECTION 4 – COMPENSATION

- 4.1 Payment for Services shall be made according to the Fee Schedule, unless otherwise agreed to by a written Change Order.
- 4.2 CONTRACTOR shall submit invoices, accompanied by a Payment Request complete with all relevant details (such as hours worked, staff, etc. to the attention of Rebecca Landry, IT Director, City Hall, 3 Washington Street, Keene, NH 03431.
- 4.3 The CITY shall make payment to the CONTRACTOR within thirty (30 days after submission of invoices for work accepted by the City.
- 4.4 Records of the CONTRACTOR'S salary cost and expenses pertinent to CONTRACTOR'S compensation under this AGREEMENT will be kept in accordance with generally accepted accounting practices. Copies will be made available to CITY at no cost if requested prior to final payment for CONTRACTOR'S services.

## SECTION 5- CHANGES IN SCOPE

5.1 Changes in the Scope of Services may be accomplished after execution of this AGREEMENT, and without invalidating the AGREEMENT, by Change Order Request. (See Exhibit: "City of Keene Change Order Request")

5.1.1 Changes to the Scope of Services will be submitted to the CITY in writing as soon as the CONTRACTOR becomes aware of the need to change the Scope of Services.

5.1.2 The CONTRACTOR will not proceed with any change to the Scope of Service unless and until receiving written authorization to proceed from the CITY.

5.2. Changes in the Work. If, during the term of the AGREEMENT, the scope of the work changes substantially at the request of the CITY, or if the period of service is increased substantially due to circumstances beyond the reasonable control of the CONTRACTOR, an additional fee shall be paid to the CONTRACTOR. The additional work and the compensation, therefore, shall be in accordance with the CONTRACTOR'S standard billing rates and first agreed to by written change order.

## SECTION 6 - GENERAL CONSIDERATION

6.1 Termination. The CITY shall have the right at any time for any reason whatsoever, to interrupt or terminate any part of or all of the work required of the CONTRACTOR under this AGREEMENT, with a seven (7 day written notice of such interruption or termination transmitted to the CONTRACTOR by the CITY. In the event of termination of any part of or all of this AGREEMENT, without fault on the part of the CONTRACTOR, the CONTRACTOR shall be entitled to compensation for all work performed to the satisfaction of the CITY and pursuant to this AGREEMENT through the date of termination. In order that the CONTRACTOR shall receive payment under termination notice of any part of the work, all plans, drawings, tracing, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data collected or prepared in connection with the PROJECT shall be transmitted to the CITY in a form acceptable to the parties.

6.2 Insurance and Indemnification.

6.2.1 The CONTRACTOR shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

6.2.2 The CONTRACTOR will maintain Professional Liability insurance on an claims made basis in the sum of not less than One Million Dollars (\$1,000,000).

6.2.3 In the event that the CONTRACTOR fails for any reason to continue to maintain said professional liability insurance coverage in full force and effect at any time relevant to this AGREEMENT, this AGREEMENT will terminate.

6.2.4 The CONTRACTOR will maintain General Comprehensive Liability insurance on an occurrence basis for bodily injury, death or loss or damages to property of third persons in a minimum amount of One Million Dollars (\$1,000,000).

6.2.5 The CONTRACTOR shall secure and maintain, for the duration of this AGREEMENT, including any supplements thereto, Automotive Liability insurance covering the operations of all motor vehicles, including those hired or borrowed, used by the CONTRACTOR and subcontractors in connection with this AGREEMENT in the following amounts:

6.2.5.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence.

6.2.5.2 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.2.6 The CONTRACTOR agrees to name the CITY as an Additional Insured on all policies, **except** Worker's Compensation and Professional Liability insurance. A Certificate of Insurance shall be provided to the CITY upon Contract execution and policy renewal.

6.2.7 Indemnification. The CONTRACTOR shall defend, indemnify, and hold harmless the CITY, its officers and employees, from and against any and all losses suffered by the CITY, its officers and employees, and any and all claims, liabilities, or penalties asserted against the CITY, its officers and employees, by or on behalf of any person, on account of, based, or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts or omissions of the CONTRACTOR. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the statutory limits on liability applicable to the CITY. This covenant in shall survive the termination of this AGREEMENT.

6.3 Controlling Law. This AGREEMENT is to be governed by the laws of the State of New Hampshire.

6.4 Reuse of Documents. All documents, including but not limited to drawings, specifications, estimates, field notes, and other digital files, prepared by or for the CONTRACTOR in the performance of the AGREEMENT are considered property of the CITY and, as such, may be used by the CITY without having to receive the CONTRACTOR'S permission to use the documents. Reuse of documents by the CITY shall not result in additional CONTRACTOR liability.

6.5 Successors and Assignments.

6.5.1. CITY and the CONTRACTOR each is hereby bound and the partners, successors, executors, administrators and legal representatives of the CITY and the CONTRACTOR are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

6.5.2 Neither the CITY nor the CONTRACTOR shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the CONTRACTOR from

employing such independent professional associates and as the CONTRACTOR may deem appropriate to assist in the performance of Services hereunder.

6.5.3 Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the CITY and the CONTRACTOR, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit of any other party.

**SECTION 7 - SPECIAL PROVISIONS, DOCUMENTS AND SCHEDULES**

7.1 The following documents are attached to or referenced and made part of this AGREEMENT:

- 7.1.1 Exhibit A, Scope of Services
- 7.1.2 Exhibit B, Payment Request Form
- 7.1.3 Exhibit C, Design Change Order Request Form

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of \_\_\_\_\_, 2021.

**CITY:**  
**CITY OF KEENE, NEW HAMPSHIRE**

By: \_\_\_\_\_  
Elizabeth A. Dragon, City Manager

Address for giving notice:  
City Hall  
3 Washington Street  
Keene, NH 03431

**CONTRACTOR:**

By: \_\_\_\_\_  
Address for giving notice:

# EXHIBIT A: SCOPE OF SERVICES

## City Branding, Marketing and Communications

### *Request for Proposals*

#### Purpose

The City of Keene is seeking a qualified consulting firm to develop a City brand as well as a marketing and communications plan. This project will capture Keene's authentic and uniquely special character and amenities in such a manner that both builds community confidence and attracts and retains the individuals, families and businesses that are vital to Keene's long term community development. The result will include an authentic and unified message to audiences both within and outside Keene, marketing of Keene throughout New England and beyond as an ideal location for modern business and pleasure, and promotion of what makes Keene appealing to investors, visitors and residents. Ultimately, this project will yield a message that is compelling and memorable to those who will thrive in our beautiful and resourceful community.

#### Background

Keene is a beautiful rural city in southwest New Hampshire that serves as the hub of Cheshire County. There are many nearby towns whose residents rely on frequent visits to Keene for retail, medical, employment, educational, entertainment, recreational and social services – to the extent that the city's daytime population nearly doubles. Keene is also centrally located amongst the New England states and within a 2-3 hour drive of Boston, New York, Hartford, Portland (ME), and the Canadian border. The Keene Airport, a thriving general aviation airport, is less than 2 miles from downtown.

Keene has three higher-learning institutions within its city limits and successful employers in the manufacturing, healthcare and financial sectors, among others. Recreational opportunities abound and consistently put Keene on the list of ideal tourist destinations for outdoor recreation – including a very popular biking and pedestrian trail system, its new bike park and numerous additional public parks and open spaces. Keene also continues to receive national recognition for its commitment to and achievements in long term environmental sustainability.

Community information can be found at [choosekeene.com/community-profile](http://choosekeene.com/community-profile) and a detailed community profile at [www.nhes.nh.gov/elmi/products/cp/profiles-htm/keene.htm](http://www.nhes.nh.gov/elmi/products/cp/profiles-htm/keene.htm).

The City has never developed a brand or brand strategy and has only recently engaged in general marketing activities. Recent efforts have been conducted by individual City departments from time to time. A well-developed brand and marketing plan will bring organization-wide collaboration and a comprehensive approach. The timing for this opportunity is upon us as rural America appeals to those seeking a healthy lifestyle, excellent job opportunities and an ideal family environment with opportunities for all.

A short term digital marketing campaign was conducted between February and May of this year. The ads targeted those looking to move from large metro areas who show signs of interest in New England. The campaign earned clicks from those searching for the best places to live and looking for information about the best communities in New Hampshire and New England. This audience also has an affinity toward food and dining, family-focus, lifestyle-outdoor, arts, shopping, sports and fitness. The "Discover Keene Digital Campaign Review" document is attached to this RFP for reference (See Attachment A.)

#### Scope

**The required outcome of this project includes both a City brand as well as a two-year (minimum) marketing and communications plan.**

- The project will require market research and stakeholder interviews to collect data that will be necessary for the creation of an authentic and sustainable brand.
- Creative elements will be required including design of graphics and templates.
- Identification and documentation of strategic objectives, brand guidelines, implementation, management, ongoing promotion of the brand throughout the organization and a thorough marketing and communications plan will also be required as key deliverables.
- The project will also, importantly, promote Keene’s trail system and parks and will consider timing to include the UNH Downtown to Trails study planned for this fall.

The Greater Keene and Peterborough Chamber of Commerce is presently managing a similar effort, the “Promoting the Region” or “PTR” project. This effort started a few years ago and just received significant funding in June, 2021. It will be important that the City branding and marketing project identify points of alliance with the Chamber’s regional efforts. Both the City project and the Chamber’s PTR project have value and will complement one another.

### Proposal Requirements

Proposals must include:

- Experience and qualifications – firm history, size, number of employees, years in business, financial position, at least three recent similar projects, at minimum.
- Project team – list team members and management responsible for providing each of the proposed services for this project including details about their relevant experience.
- Approach and timeline – a demonstration of understanding of the project scope and description of the proposed timeline including any specific tasks and information firm will require from City staff.
- Cost/fee schedule – a detailed schedule of all fees by project phase or component including all reimbursable expenses to accommodate the full scope of services defined herein and any additional deliverables included in proposals.
- References – At least three references from recent, similar, municipal projects.

Additional information and recommendations are welcome and encouraged.

### Selection Criteria

Proposals will be evaluated by the City using the following criteria.

- Qualifications and experience of the firm and individuals assigned to the project
- Specific plans and methodology to be engaged to complete project scope
- Reference information from similar municipal projects
- Quality, applicability and fit of illustrative examples
- Proposed total fees and charges



**EXHIBIT B**

<b>Payment Request Form</b>		
Payment Request No. _____	Date of Request: _____	
Project Title: _____,		
RFP No. _____		
Professional Services for period beginning _____ through _____.		
Description of Service (broken down by task/item and the compensation being requested):		
A. Total Amount Requested (this request):	_____	
B. Previously Invoiced Amounts:	_____	
C. Total Expended To Date (A+B):	_____	
D. Authorized Contract Amount:	_____	
Total Authorization Remaining (D-C):	_____	
Contractor: _____	Approved: _____	Reviewed: _____
Title: _____	Project Manager	Finance Director
Date: _____	Date: _____	Date: _____





City of Keene  
New Hampshire

**EXHIBIT C**

<b>Design Change Order Request</b>		
Change or Work Request No. _____		Date: _____
Project Title: _____,		
<b>RFP No.</b> _____		
Description of Change in Scope:		
<i>Complete description of change in scope and additional services being rendered.</i>		
Fee Adjustment Amount (This change):	_____	(Not to Exceed)
Prior Contract Amount:	_____	(Not to Exceed)
Total Adjusted Contract Amount:	_____	(Not to Exceed)
Request Approval:	Recommend Approval:	Recommend Approval:
_____	_____	_____
CONTRACTOR	Finance Director	_____
Date: _____	Date: _____	Date: _____
Approved:		
_____	Date: _____	
City Manager		