

Town of Bladensburg, MD

Website Redesign

FINAL



TABLE OF CONTENTS
For
Town of Bladensburg, Maryland
Website Re-Design and Development

I. GENERAL INFORMATION

- Introduction and Scope of Project Page 3
- Purpose Page 4
- Goals Page 4
- Objectives Page 4

II. SCOPE OF WORK & REQUIREMENTS

- Preliminary Scope of Work Page 5
- Design Requirements Page 6
- Basic Design Principles Page 6
- Technical Requirements Page 7
- Other Requirements Page 8
- Services to be Provided Page 8
- Website Organizational Structure Page 8

III. REQUESTED INFORMATION AND PROPOSAL FORMAT

- Fee & Award of Contract Page 11
- Town of Bladensburg Rights Page 11
- Key Dates Page 12
- Services Required after Selection Page 12
- Requested information & Proposal Format Page 13
- Methodology Page 14
- Qualifications Page 15
- Budget and Costs Breakdown Page 15
- Selection Process Page 15
- Proposal, Evaluation & Review Page 16
- Contract Commencement & Completion Page 17

IV. ATTACHEMENTS

- Ownership and Intellectual Property Page 18
- Sample Agreement Page 19

INTRODUCTION AND SCOPE OF PROJECT

The Town of Bladensburg located in Prince Georges County, is a residential suburb of Washington, D.C., bordered by the Anacostia River with a population of 9,148 as of the 2010 Census. Due to the Town's direct access to Washington, D.C., Bladensburg continues to grow in population.

The Town has abundant resources and many historical aspects that range from a beautiful waterfront park, which hosts seasonal concerts and events, to numerous Town or community sponsored activities and clubs that engage and entertain our residents and visitors.

The Town is seeking the services of an experienced website design firm to re-design, develop, implement, and provide hosting, maintenance and training to town staff on how to update the website. The project will involve the implementation of new information, products, and features as suggested by the Town and firm selected.

The Town's existing internet website is www.bladensburg.com, which contains limited general information. The Town is committed to building a premier website designed for ease of use from the view point of our citizens. The Town is interested in an innovative design that aids website visitors who generally know what information they need or service they want to secure. The site shall also equally facilitate usage by visitors who may not understand how to find information or services within the governmental organization.

In addition, the Town desires a website that is able to accommodate future needs and functionality; this should be demonstrated in the proposal. The Town is committed to being available to provide information and support to respondents and will be actively involved throughout the re-design process. The successful firm must have proven and substantial experience in website design, development, implementation, and maintenance.

Respondents are encouraged to contact Debi Sandlin, Town Administrator with any questions or concerns at 301-927-7048. Final proposals submitted are to be received by the Town of Bladensburg Clerk no later than Friday, September, 16, 2016 at 4:00 p.m. at the following address:

Attention: Debi Sandlin, Town Administrator
4229 Edmonston Road
Bladensburg, MD 20710

Purpose

The Town of Bladensburg, Maryland is issuing this Request for Proposals (“RFP”) for the services of an experienced website design firm to completely overhaul the Town’s website. The Town seeks to create a dynamic website that is designed and organized in a manner that allows viewers to easily access information. The website will serve as a source of information to the public as to the Town’s delivery of public services and information and as portal to marketing and promoting the community and its assets, provide strong economic development information needed to attract investment, and highlight the quality of life the Town has to offer to residents and businesses.

Website Objectives

To provide a dynamic and interactive website with easy access to Town services, be adaptable to current and changing technology, provide content management capability for Town staff, and be used as a public communications tool.

Project Goals

- To develop a highly beneficial, cost-effective, easy to use, interactive, and architecturally sound website that is flexible enough to support the Town’s internet needs.
- Create an efficient and highly effective two-way communication tool for residents and businesses.
- The ability for non-IT or web designed-trained staff to perform routine content management related to routine information such as the posting of meeting dates, agendas, minutes, departmental information, removing old and outdated information and general noticing.
- To create appropriate regulations and notices regarding the public nature of interaction on the website and the appropriate use of any interactive function.

Note: A staff Webmaster should have more comprehensive ability to provide quality control and the ability to update non-routine information.

Website Audience

The information on the Town website should be directed towards the following groups:

- Citizens
- Senior Citizens
- Visitors
- Prospective Businesses
- Existing Businesses
- Site Selection Consultants
- Brokers
- Developers

- Civic Groups
- Associations
- Educators, students
- Other government agencies
- Any person or agency seeking to conduct business with, or obtain information about the Town's plans or programs

Preliminary Scope of Work

The following acts only as a preliminary scope to generally communicate the Town's expectations. The Town wants to completely redesign its website so that residents, businesses, investors, and visitors can easily navigate and access information.

Proposals for redesign of the website should include or account for but not be limited to the following:

1. A search function that allows users to search the whole site or subsections within the site.
2. Integration with social networking websites, allowing us to selectively update our Facebook, Twitter and other social media pages with the content management system as staff updates the website.
3. Mobile device compatibility for all website content.
4. A site map.
5. The ability to create multiple separate calendars and news pages based on category and/or department and for approved outside public agencies to submit an event for approval by the calendar administrator.
6. The ability for the Town to easily post emergency notices on the website homepage.
7. The ability to navigate to pages from multiple areas of the website.
8. The ability to track website visitor statistics and develop reports.
9. A way for site visitors to submit comments online and have the comments directed to the appropriate Town official/staff as well as appropriate notices of the public nature of the communication and the ability of the Town to delete any submission.
10. A way for residents to automatically add or delete an email address from a mass email distribution list as well as appropriate notices of the public nature of the communication and the ability of the Town to delete any submission. . This email distribution list should be available in database form for staff to access.
11. The ability to view video/streaming video the Town produces.
12. The ability for users to complete and submit various online forms.
13. The ability for users to pay parking violations, ordinance violations, traffic violations, vehicle registration, etc. online and link to pre-payable traffic offenses for traffic violations if allowed by Prince George's County.
14. Improve department use of web site as a customer service tool by providing a wide-range of rights and privileges to carry out the daily workload; by making it easy to update and maintain sites with current level of skills; and by providing the tools and the standards for presentation of information.
15. Separate department web pages with the ability to add new pages as needed.
16. Provide pages for all major Town programs, departments, services, and functions.

17. Provide easy electronic access to public information for use by its stakeholders, constituents, and the public.
18. The ability to sign-up for list services regarding specific subjects or Town matters.
19. Provide the public with an alternative means of communicating with public officials and staff.
20. The ability to download Town newsletter online.
21. Ability to watch Town council meetings live (future function), as well as replays of meetings.
22. Provide an automated comments section for residents and businesses.
23. A tracking page showing how many visitors have viewed the website, where they are going once they are at the website, how long are they staying on the site, etc.
24. Access to open, view and download ordinances, or other Town information (including maps, etc.).
25. Ability to add links and remove links to other websites.
26. The ability to update the “look” of the website.
27. Ability to include pictures and photos online in Jpeg, Tif, or other formats.
28. The ability to upload jpg, Tif, pdf documents, PowerPoint presentations, etc.
29. A link to Prince George’s County’s GIS and tax record information.
30. Ability to put tax information and tax bills on line.
31. Language translation application.
32. Ability to add new users and give them passwords.
33. Ability to select administrative rights to monitor internal users.
34. Email to alert to administrator with link from email to review and approve the department update.

Overall, the website should improve citizen access to Town government by providing a website that is easy to use, contains complete and comprehensive information, has intelligent and rapid search capabilities and provides a seamless interface to additional applications.

Design Requirements

The design is the conceptual development for the look and format of the new website. It includes the scope of information and identification of how pages will be accessed incorporating accessibility, navigational tools, interactivity, search capabilities, ADA compliance, and visitor tracking.

Basic design principles

Use consistent unified or common themes. A basic shell with modestly sized banner graphics or logos, signature icons and action buttons should be provided as a main page design and should be adaptable for subsequent pages of the website. The proposed design should adhere to commonly accepted website design principles and best practices including:

1. Complete design and coding for the design of the home page of the web site.

2. Complete design and coding for the design of a template to be used on interior pages of the site, to include fonts, colors, headings, navigational elements, search elements, lists, and up to 10 additional elements agreed upon later.
3. Includes programming of actual functionality on the site
4. The general website design and element will include accessibility, usability, appeal, functionality, and ease of incorporating future features.

Technical Requirements

Any website design must be Windows based and comply with all technical requirements including specifications regarding hardware, software, and the protocol for transferring and updating information as defined by the Town during negotiations on the final scope of work. The Town could, if necessary and reasonable, upgrade some or all requirements to accommodate website design.

1. Provide a user-friendly site

- a) Use logical and intuitive links.
- b) Quick links on home page.
- c) The site should be designed for use on major web browsers as well as non-graphical browsers.
- d) The site should not overwhelm the user with visual clutter.
- e) Design should be accessible to individuals with disabilities, meeting ADA Priority 1 requirements.
- f) Incorporate “printer friendly” feature for all web pages.

The site design must be useable, offering a quick and user-friendly way to locate the information the viewer is seeking.

2. **Provide navigational tools:** Include graphic navigation buttons or bars offering shortcuts and leading forward, back, up, down and back to the home page. “Breadcrumb” navigation should also be incorporated into the design.
3. **Minimum scrolling** (none on the home page), use of logical links and menus instead.
4. **Allow for Interactivity:** include email response, surveys, feedback forms, online payment capability for future use, and access to various calendars and linked meeting agendas. The designer must incorporate the ability for users to complete interactive on-line forms and surveys.
5. **Graphic files should be relative to the site:** Design with simplicity to allow quickest loading to ensure each webpage can be accessed quickly.
6. **Allow for search capabilities:** The site should contain an internal search function allowing users to search for content contained within the site. The site should also be built using basic search engine optimization principles and practices so content can be crawled by the main search engines.
7. **Form Printing:** A number of static forms will be available for printing. Website must have links or embedded plug-ins such as Java and Adobe for opening and viewing documents, filling out forms and resubmitting them to staff. Other Requirements and Features

Other Requirements and Features

1. Cross-reference information should be hyperlinked from page to page with the Home Page link always visible.
2. The proposal should include a comprehensive timeline for each phase of the website re-design, including meetings with Town staff, re-design, development, draft presentation, implementation, hosting and training.
3. The site must be designed for continuous operation 24 hours a day, 7 days a week.
4. Capability to maintain an archive of existing and past records such as agendas, minutes, press releases, newsletters, etc.
5. The proposal should include basic training for a minimum of 15 employees, training plan and timeline for same.
6. Design an attractive, unique home page for the Town website. Design should allow users to easily access relevant information.
7. The site must be easy to update by using Town-owned software or a web-based solution.
8. The Town IT contractor will have full and unlimited access to the website code.
9. Website content management system should allow for the Town to be able to post unlimited amount of content at no extra cost to the town.
10. Website content management system should allow for unlimited amount of system users at no extra cost to the Town.
11. Compose policies on the ability of the Town to delete any submissions and compose notices to the public of the public nature of any submissions to the Town website.

Services to be provided

1. The website must provide for high-speed upload/download response times for both low and high speed computers used by the average citizen.
2. The site must be designed to function effectively with common versions of software and hardware, which must be identified in the proposal.
3. All documents, including maps and tables, should be in HTML, Portable Document Format (PDF), or in a format approved by the Town to provide ease of viewing, printing, and downloading, and in alternate ADA acceptable download format.
4. The site must be compatible with current versions of commonly used Internet browsers. Please identify proposed compatibility with your response.
5. The Town anticipates future expansion of its e-government use, and the redesign should facilitate future capability of online transactions, such as online payments, business permits, employment applications, and Geographical Information Systems functions.
6. Any additional features the respondent feels would improve the Town website or the transition process.

Organizational Structure

The following represents a preliminary site organizational structure. Actual site structure will be set following selection of a firm. Planning the organizational structure is a part of the scope of work included in the RFP.

Home Page: The index page will contain a navigation bar directing users to a limited number of broad categories such as:

- About the Town of Bladensburg
- Government
- Residents
- Businesses
- Economic Development
- Visitors
- Notify Me
- Report a Concern
- Frequently Asked Questions
- Calendar
- Agenda Center
- Document Center
- Rotating pictures

About the Town: This section will include pages about the Town to include but not limited to information on Town history, facts, maps, links, FAQs, current events, sign-up here for list serves, and the newsletter.

Government: This section will include pages on the Town's elected officials, staff, and departments. Other information could include a Town staff directory, meeting dates, minutes, meeting agendas, budget information, boards and commissions, comprehensive plans, municipal codes, RFP's, Employment opportunities, Town forms, Grants and links to state and federal agencies, and other pertinent information.

Resident Services: Residents could visit these pages to learn about services offered by the Town, including: trash and recycle removal, permits, and other programs. This section would also provide links to those services provided by other governmental agencies including: public safety, code enforcement, library, school, parks, etc. and address finder, with a map showing whether the address is in the Town limits or outside of the Town limits.

Business Services: This section would highlight those services offered by the Town to businesses, including: Economic/Redevelopment, business license applications, permit applications and fees, zoning Information, etc.

Economic Development: This section will serve as a primary marketing tool to attract new businesses to the town and encourage the redevelopment of underutilized sites. This section will be developed with input from the Town Administrator. The Economic Development section will include, but not limited to:

- Business Climate
- Quality of Life
- Business Tool Kit
- Site Selector information
- Resources
- Demographics
- Available parcels
- Available office and retail space for lease
- Maps, market area and demographic information
- Links to county, federal and state business development agencies

- Information on incentives
- Other pertinent information focused on the attraction and retention of businesses
- Tax rates

Visitors: This section will provide information on historic attractions in the Town, Prince Georges County, and the Port Town area, and upcoming events, etc.

Other features to be on the home page could include but not be limited to:

- A search function
- An “I want to” menu listing frequently visited items such as view the calendar, contact Town officials, etc.
- A frequently asked questions menu listing common resident questions.
- A section with current or important news
- Weather/Temperature feature
- A Calendar of Events link

Additionally, there will be hyperlinks between pages, such as under Government users will find links to Town departments and find the same links under the Residents section, and so forth.

Additional functions on the homepage to include:

- Links to the Town’s Facebook, Twitter pages, Instagram and other social media platforms.
- Current news
- A blackboard – A message system to send out announcements to residents

Websites We Like

We ask that you review the websites identified below as a possible new style for our website.

City of Rockville, MD

Sykesville, MD

Bowie, MD

Mt. Rainier, MD

New Carrollton, MD

Falls Church, VA

Dumfries, VA

Town of Leesburg, VA

City of Manassas, VA

REQUESTED INFORMATION AND PROPOSAL FORMAT

Fee and Award of Contract

Proposal should include a total not-to-exceed contract proposal amount. Please be very explicit in listing and describing any services or items not covered in the proposal fee amount. Proposal fee should be broken down to include major fee categories.

Selection does not guarantee award of the contract. In the event the firm and the Town fail to agree to a contract, the Town will choose from remaining respondents or put out another Request for Proposal.

The Town will not reimburse respondents for any costs incurred in preparation for submission of the proposal. All proposals are made at the sole cost of the Respondent. Proposed fee should not include or consider the costs incurred in preparation of the proposal.

Examination of RFP Document

The firm shall be solely responsible for examining, with appropriate care, the RFP, including any addenda issued during the proposal period. Failure to do so will be at the firm's own risk for error or omission on any of the requirements outlined in the RFP.

Town of Bladensburg Rights

The Town reserves the right to:

- a. Reject any or all of the proposals if it deems such action is in the public interest;
- b. Issue subsequent Request for Proposals;
- c. Cancel the entire Request for Proposal at any time;
- d. Remedy technical errors in the Request for Proposal;
- e. Seek the assistance of outside technical experts in proposal evaluation;
- f. Approve or disapprove the use of particular subcontractors;
- g. Establish a short list of proposers eligible for interviews after review of written proposals;
- h. Negotiate with some, all, or none of the respondents to the RFP;
- i. Solicit best and final offers from all or some of the proposers;
- j. Accept an offer other than the lowest price offer.

This RFP does not commit the Town of Bladensburg to enter into a contract, nor does it obligate the Town to pay any costs incurred in preparation and submission of proposals or in anticipation of a contract. All proposals will be subject to public disclosure as required by Maryland Freedom of Information Act.

The Town reserves the right to investigate the qualifications of all firms under consideration to confirm any part of the information furnished by a proposer, or to require other evidence of managerial, financial, or other capabilities which are considered necessary for the successful performance on the contract.

By submitting the proposal the Respondent relinquishes all rights to submitted proposals or the ideas contained therein, and the Town reserves the right to retain all submitted proposals and to use any ideas in any proposal submitted, regardless of whether or not the proposal is selected. All materials submitted in response to the RFP shall become the property of the Town and will not be returned.

Key Dates

The schedule for this project/process is as follows:

• Proposal Due	September 16, 2016
• Open Bids	September 20, 2016
• Interviews with top three respondents	October 17, 2016
• Contract Approved by Town Council	November 7, 2016
• Contract Awarded	November 8, 2016
• Planning meeting with staff	November 15, 2016
• Introduction to Town Council	December 12, 2016
• Weekly status update to staff to begin	January 9, 2017
• Trial presentation	April 17, 2017
• Presentation to Town Council	May 8, 2017
• GO LIVE	May 15, 2016

Services required after selection

The selected firm's representatives will be required to meet regularly with the Town's Project Manager to discuss and plan the project and provide progress reports as needed.

The selected firm's representative(s) will be required to attend a public meeting(s) during the approval process and presentations of any prepared website information during the development process.

In conjunction with performance under the approved contract, the contractor may be required to attend additional progress meetings. In the event the contractor is not in conformance with the contract, these meetings will be provided at no additional costs to the Town.

The firm will be required to run a beta test to a group comprised of residents, businesses and other appropriate agencies to test for ease of use and functionality.

The contractor will be required to meet with each department head to determine a final list of information to be included and agree on a final layout for those department web pages.

Initial draft website design templates and site maps, will be provided to the Town within five weeks from the date of the approved contract for review prior to implementation.

A testing period and subsequent acceptance testing period, not to exceed 90 days, shall be provided, during which the Town may evaluate the website to ensure satisfaction of the website functions are in

conformance with the RFP and the Town's needs. At the completion of the testing period, a letter of acceptance or failure will be provided to the firm selected. Final payment to firm will be made once the town is satisfied with the final deliverable of the live website and its contents. Any items requiring correction during and at the end of the testing period must be corrected within 15 calendar days by the firm selected.

Requested Information and Proposal Format

Proposal(s) shall be submitted in the format outlined on the following pages. Respondent should describe in detail the services proposed, how those services will be accomplished for each service component and specific details regarding module design, interactive features, thematic elements, interactive characteristics, and ADA compliance objectives.

Clarity and conciseness are essential and will be considered in assessing the proposer's capabilities. Proposal content and completeness are important. All proposals submitted in response to this request will be screened by a review committee comprised of staff. The committee will determine, through the screening process, which firms will be invited to make a formal presentation and be interviewed by the selection committee.

In order to simplify the review process and maximize the degree of the comparative analysis, the proposal should be organized in the following manner:

1. A title page of the proposal must contain your firm's name, address, telephone number, principle contact, fax number and email address.
2. Table of Contents
3. The proposal should include resumes of all principals to be involved in the project and their roles and responsibilities for the proposed project.
4. The proposal should include an estimated summary timeline for completion of each phase of the project. This should be as realistic as possible since this will be a part of the contractual agreement.
5. A detailed work plan describing your approach to designing, managing, and coordinating this project. The description should include all tasks listed in the scope of work for all phases of the project and a tentative schedule.
6. Collection of information. Please state how you intend to gather all the required information, format preferred, and assistance expected of the Town in order to complete this project.
7. The proposal should contain a total cost for the project, as well as a detailed "line item" breakdown of costs for the project. In addition, please specify:
 - a. Not to "Exceed" Fees (for actual cost of time and materials needed to complete this project)
 - b. Not to "Exceed" Fee (for any reimbursable anticipated during the course of this project)
 - c. Hourly rate scheduled for services
 - d. Any additional costs/charges (such as traveling expenses) must be clearly defined in the proposal.
 - e. Per hour cost for assistance/maintenance AFTER project completion.
8. Proposal(s) should include necessary software and hardware, any additional communication requirements, integration needs and potential costs necessary to maintain the site (i.e. hardware software, installation, licensing, training, etc.)

9. Proposal(s) should be all encompassing, with a single vendor identified as the “responsible lead” vendor. Please include any subcontractor(s) required to meet the needs of the proposal.
10. Clearly indicate what portion of the services your firm can not provide.
11. Years of experience related to website design.
12. Enclose a section on relevant website development experience and information on the extent of your firm’s abilities to meet the needs of this project.
13. Provide a list of comparable websites, including municipalities, chambers of commerce’s, government agencies, etc. designed by your firm. Include the website addresses, company/agency contact, address, telephone number, and hard copies of the Home Pages. These companies/agencies may be contacted for references.
14. Please include a sample of what you envision the home page will look like.
15. Based upon the information provided, provide a sample site map showing the number of levels envisioned.
16. List the applications to be used in the design and construction of the website.
17. Provide an agreement granting the Town of Bladensburg exclusive ownership and right to control, modify, and otherwise alter the look, interactivity, and content of the website. The Town of Bladensburg agrees to not reproduce or otherwise duplicate the firm’s design for any other agency, business, or entity other than departments or divisions of the Town.
18. Certificate of Compliance.
19. Signed Authorized letter with the firms Authorizing signature stating the firm has the ability to provide the services outlined in the proposal.
20. Six bound copies of the Proposal must be submitted (one copy unbound) and a copy on a flash drive.

Methodology

Describe the general approach for each of the following.

- a. How you would design this website.
 - b. How you propose to achieve the goals of the Town.
 - c. How you will research/write any content (if needed), and or consult with Town staff.
 - d. How you intend to design a user friendly website.
 - e. How you intend to track the goals of the new website (hit counts, visitor tracking, etc.)
 - f. Describe different services offered by your firm and the approximate share of business devoted to web design.
 - g. List types of software or practices used for website development and design.
 - h. Clearly define the responsibilities of the Town during the website design process.
 - i. Describe the support your firm will provide during design and transition to the new website. Please be specific to type (training, help only, etc.), contact method (phone, email, onsite), and available hours for support.
 - j. Provide all necessary contact information for the firm’s staff assigned to this project.
- Provide any additional information about your firm that you feel is relevant to the decision process
 - Provide a company history.

Qualifications

Selection of a proposal for contract will be at the sole judgment of the Town. All proposals will be evaluated based upon the specified RFP requirements.

1. Company Experience
2. Meeting the Town's Goals and Objectives
3. Addressing the requirements within the Scope of Work
4. Methodology
5. Design
6. Timelines

Budget and Costs Breakdown

1. A maximum of \$20,000 has been budgeted for a firm's service for this project. Any proposals submitted exceeding the allowable budget will be eliminated from the contract process.

The bid should be broken down by phases and types of work. The following cost information is to be provided:

- a. Total cost for the proposal
- b. Costs breakdown for functionality options and phasing
- c. Cost for additional options not listed
- d. License cost for core functionality
- e. License cost for additional modules required to provide the functionality outlined in this RFP.
- f. Hourly rate for professional services, including task description
- g. Include any component of the website development/design where the use of subcontractors will be utilized. State the name of the sub-contractor(s) and the work they will perform and include a brief bio on their experience as it relates to this project.

Note: Sub Contractor fees must provide the same cost data as the prime contractor.

Selection Process

Town staff will review the proposals received and based on experience, scope of work, cost and other relevant issues, the most qualified firms will be invited to conduct a presentation and be interviewed for further consideration. The Town has the right to reject all proposals. After the interview process has been completed, the interview committee will make a final determination regarding the selection of firm and a contract.

Miscellaneous

The firm shall hold the Town of Bladensburg, its officers, agents, and employees, harmless from liability of any nature or kind on account of use of copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used under the quotation.

Proposal Evaluation and Review

As indicated, the review committee will review and evaluate all proposals and select a firm based on a combination of factors that represent the best overall value for the services requested. In evaluating the proposals, the Town will select proposals for further consideration based on, but not limited to, the following:

1. Completeness and inclusion of requested information;

Each firm shall meet all the specifications. Final determination of any proposal will be made by the review committee. The Town of Bladensburg reserves the right to purchase services which in our opinion represents the best value to the Town for the duty to be performed.

- a. Ability and effectiveness of the firm to meet the needs of the Town in given project areas.
- b. Ability to successfully address the necessary functions needed on the website.
- c. Qualifications and experience of the firm and staff assigned to the project.
- d. Past performance of the firm.
- e. Professional performance of the firm's completed projects.
- f. Similar projects completed by the firm.
- g. Professional standing and financial stability of the firm.
- h. Availability to present materials that can be understood by technical and non-technical staff.
- i. Feasibility of the proposal based upon the proposed scope of service.
- j. Ability to provide technical support throughout the length of the contract and beyond.
- k. Ability to complete the project within the time-frame specified by the Town.

2. Presentation and Interview

The most qualified firm or firms will be selected to conduct a formal presentation to Town staff/project team for further evaluation.

Qualifying firms will be notified by staff to schedule a presentation and interview session within 30 days of receiving and reviewing the written proposals. The presentation and interview session shall take place at the Town of Bladensburg, 4229 Edmonston Road, Bladensburg, MD; any firm unable to appear for this presentation will be eliminated from further consideration for the award of this contract.

3. Areas to be considered during this session will be, but not limited to:

- a. Demonstration of qualifications and fulfilling the needs of the project as outlined in the Request for Proposal;
- b. Demonstration of services provided to other government agencies, municipalities, chambers of commerce's and companies.

4. Final Selection

- a. Following the review of the proposals, presentation, and interviews, the Town may further invite a firm(s) to formally meet with Town representatives/project team prior to final determination.
- b. Factors that will determine the final selection will include the finalization of terms in regards to service agreements and costs.
- c. However, the Town of Bladensburg reserves the right to reject any or all quotation.

5. Contract Commencement and Completion

The selected firm will be required to enter into an Agreement for the project with the Town. The Agreement shall be in the Agreement form attached hereto as Exhibit B, unless otherwise modified by the Town. Selection of a firm does not insure either that the Town will sign an Agreement or is waiving its right to cancel the RFP as outlined above.

Due to the need to fast track this project, the firm selected must be able to immediately start the project upon awarding of the contract and ready to launch the new site no later than six months from award of the contract. Time is of essence with regard to this paragraph.

Any contract resulting from this RFP shall not be effective unless, and until, approved by the Town Council. The estimated completion date shall be defined in the proposal submitted by the selected firm, but not later than six months from the award of the contract. Time is of essence with regard to this paragraph.

Before the Town executes a contract, the selected firm shall furnish the Town a certificate evidencing Workman's Compensation Insurance and Comprehensive Public Liability Insurance or General Liability Insurance (See Insurance Requirements section). The Town shall be named as an additional insured and the Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

ATTACHMENT A

Town of Bladensburg

OWNERSHIP AND INTELLECTUAL PROPERTY

1. All screens, graphics, domain names, content and the “look and feel” of the site developed shall be owned solely by the Town of Bladensburg, together with any and all underlying software, object code, digital programming, and source code.
2. The Firm does not retain any rights to use any materials or software from its creation of the website.
3. All intellectual property developed in connection with the website will be owned by the Town of Bladensburg.
4. In developing the website, the Firm will not infringe or violate the copyright and other intellectual property rights of third parties.
5. The Firm is responsible for securing various rights, licenses, clearances, and other permissions related to works, graphics or other copyrighted materials to be used or otherwise incorporated in the website.
6. All applicable copyright notices will be displayed on the website. Firm will not, during the development or thereafter, use the Town’s logos, except with the Town’s express written approval.

Town’s Responsibility

1. A Town representative will be designated to monitor all technical aspects and assist in administering the contract. The types of actions within the Town’s representative’s authority are to assure the Firm performs the technical requirements of the contract. The Town’s representative will also perform or cause to be performed, inspections in connection with performance on the contract; monitor the Firms performance under the contract, and notify the Firm and the Town of any deficiencies observed.
2. The Town will be responsible for providing the Firm with the specific information on the content to be included on the Town’s website, including documents and images within two weeks of the Firm’s request; unless otherwise specified and approved.
3. The Project Team made up of the Town’s Project Manager, and representatives from the Town will be available as necessary to answer questions and provide resources.

4. The Town representative will not be responsible for any failure on the part of the Firm to carry out work in accordance with the contract.

ATTACHEMENT B

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2016, by and between **THE TOWN OF BLADENSBURG**, a municipal corporation of the State of Maryland, hereinafter referred to as the “Town,” and _____, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the Bladensburg Town Council authorized the Town Administrator to enter into a contract regarding _____ (hereinafter, the “Project”).

WHEREAS, the Contractor and the Town pursuant to that authorization are entering into this Agreement for the above Project pursuant to the Town’s oral Request for Proposal (hereinafter, the “RFP”).

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the Town and Contractor agree as follows:

ARTICLE I. SCOPE OF SERVICES

The Project shall include all work outlined in the recitals above, in the RFP for the Project and related documents, as well as all other work as reasonably required by the Town.

ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution of the Contract and shall perform all other services required by this Agreement or by the Town as expeditiously as is consistent with good professional skill and best industry practice and no later than _____. Time is critical factor in the successful execution of the terms of this Agreement.

ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services the Contractor will receive a fee as follows:

\$_____

ARTICLE IV. THE CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the entire Contract between the parties. In the event there is a conflict between the language in any of the contract documents, this Agreement will govern. The documents identified below are as fully a part of the Contract as if hereto attached. They constitute the entire understanding of the parties and supersede any prior proposals or agreements:

A. Town's Request for Proposals

B. Contractor's Response

ARTICLE V. CONTRACTOR SERVICES

As directed by the Town, Contractor shall:

A. Be responsible for the preparation, technical completeness and sufficiency of the project.

B. Comply with the Prince George's County Code, the Town of Bladensburg's Code and Charter, when applicable, and all pertinent Federal, State, and County laws and regulations.

C. Be responsible directly to the Town Administrator or his or her designee, who is the Town's agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of this Agreement and approval of any documents in writing. Any revisions requiring additional compensation to Contractor shall not be commenced without the Town's written authorization.

D. Prior to final payment to a contractor or a subcontractor, arrange for a final inspection by the Town Administrator and review all outstanding claims which have not been settled

during the construction phase of the Project contemplated by this Agreement and prepare a written report outlining the background and status of such claims and making recommendations as to the ultimate disposition of such outstanding claims.

ARTICLE VI. TOWN'S RESPONSIBILITY

The Town shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the Town in writing of any information or requirements provided by the Town, which the Contractor believes to be inappropriate.

ARTICLE VII. COOPERATION

The Contractor agrees to perform its services under this Contract in such manner and at such times so that Town and/or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors deemed necessary by the Town.

ARTICLE VIII. OWNERSHIP OF DOCUMENTS

The Town shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the Agreement, including the right to use same on any other Town Project without additional cost to Town, and with respect thereto Contractor agrees to and does hereby grant to Town an exclusive royalty-free license to all data which he or she may cover by copyright and to all designs as to which he or she may assert any rights or establish any claim under the patent or copyright laws. The Town's rights in ownership of documents under this Article shall include any and all electronic files generated by Contractor in the performance of its duties pursuant to this Agreement.

ARTICLE IX. SPECIAL PROVISIONS

A. Contractor may not assign or transfer any interest in this Agreement except with Town's written approval.

B. Town may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from.

C. Except as otherwise provided in the contract documents, the Town Administrator shall decide all disputes after consultation with Contractor, and any other appropriate parties. The Town Administrator's decision shall be reduced to writing and delivered to Contractor.

D. The Town Administrator's decision shall be final and conclusive.

E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with Town Administrator's orders.

F. Contractor shall not hire or pay any employee of the Town or any department, commission agency or branch thereof.

ARTICLE X. TERMINATION

A. This Agreement may be terminated by the Town at the Town's convenience upon not less than thirty (30) days written notice to the Contractor.

B. In the event of termination, which is not the fault of Contractor, the Town shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the termination and for reasonable reimbursable expenses properly incurred prior to the termination. No damages or expenses for lost profit, overhead or discontinuation of contract will be payable by the Town.

C. In the event the Contractor, through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on his part to be performed, or if Contractor for any cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the Town, or if Contractor violates any of the terms, covenants, or provisions of this Agreement, the Town shall have the right to terminate this Agreement for cause by giving

notice in writing of the termination and date of such termination to Contractor. The Town shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the Town's right to terminate the Agreement. All drawings, specifications, electronic files and other documents relating to the design of the good, scope of the service or supervision of work, not in the public domain, shall be surrendered forthwith by Contractor to the Town as required by the Town. The Town may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the Town for all reasonable cost in excess of what the Town would have paid the Contractor had there been no termination. The Town shall not be liable for any damages, overhead costs or equitable adjustments in the event of such termination.

ARTICLE XI. APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

ARTICLE XII. CHANGES

A. The Town Administrator may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement.

B. Any other written order from Town, which causes any change, shall be treated as a change order under this clause, provided that Contractor gives Town written notice stating the date, circumstance, and source of the order and the Town consents to regard the order as a change order.

C. Except as herein provided, no order, statement, or conduct of the Town shall be treated

as a change under this clause or entitle Contractor to an equitable adjustment hereunder.

D. If any change under this clause causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified in writing accordingly. If Contractor intends to assert a claim for an equitable adjustment under this clause, Contractor shall, within thirty (30) days after receipt of a written change order under (A) above, or the furnishing of written notice under (B) above, submit to the Town a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Town. The statement of claim hereunder may be included in the notice under (B) above.

E. The amount of any adjustment to the contract sum under this clause shall be a negotiated fixed fee.

F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.

G. The provisions of the Agreement shall be governed by the applicable laws of the State of Maryland.

H. This Agreement represents the entire and integrated Agreement between the Town and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the Town and the Contractor.

ARTICLE XIII. SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his interest,

including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

ARTICLE XIV. INSURANCE

A. All Contractors shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the Town Administrator the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the Town showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the Town, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: “The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until ten days after notice to:
_____ (Town’s Representative).”

B. In addition, Contractor shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply; and
2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$5,000,000.00 aggregate, where aggregates apply.

B. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance evidencing this insurance shall provide that the Town shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

C. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

D. Contractor shall obtain both performance and restoration bonds, acceptable to the Town prior to commencing any public works construction project.

ARTICLE XV. INDEMNIFICATION

Contractor hereby acknowledges and agrees that it shall be responsible for and indemnify, defend, and hold the Town harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorney's fees and any other costs incurred by the Town, in defending any such claim. Contractor further agrees to notify the Town in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Contractor or any subcontractor regarding the services and work provided to the Town pursuant to this Contract. Contractor shall provide the Town copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive termination of the Contract.

ARTICLE XVI. ADA COMPLIANCE

In performance of this Agreement for public works construction projects, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the Town and warrants to the best of its professional information, knowledge, and belief that its design, product or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act. The Contractor hereby indemnifies and holds harmless the Town from damages and costs arising from any claim that the Contractor's has failed to conform to the applicable provisions of the Americans with Disabilities Act.

ARTICLE XVII. CERTIFICATIONS OF CONTRACTOR

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

ARTICLE XVIII. SET-OFF

In the event that the Contractor shall owe an obligation of any type whatsoever to the Town at any time during the term hereof, or after the termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of Construction, Goods or Services covered by the terms of this Agreement.

ARTICLE XIX. MISCELLANEOUS

A. This Agreement is subject to audit by the Town, and the Contractor agrees to make all of its records relating to the goods or services provided to the Town available to the Town upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the Town.

B. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein

which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.

E. The recitals above are hereby incorporated into this Agreement.

CONTRACTOR

By: _____

THE MAYOR AND TOWN COUNCIL OF BLADENSBURG

By: _____