TOWN OF UNIVERSITY PARK

REQUEST FOR PROPOSALS UP-17-01
WEBSITE REDESIGN AND HOSTING SERVICES

Issued by:

TOWN OF UNIVERSITY PARK
6724 Baltimore Avenue
University Park, Maryland 20782

Tel: 301-927-4262
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Issue Date: February 9, 2017
Proposal Due Date: March 10, 2017 at 2:00 p.m.

TOWN OF UNIVERSITY PARK
REQUEST FOR PROPOSALS UP 17-01 – WEBSITE REDESIGN and HOSTING SERVICES
Advertisement

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The Town of University Park requests sealed bid proposals from qualified website design providers to provide website design to redevelop the Town's existing website, and cloud hosting services for the Town's public facing web sites as more fully described in the Bid Documents.

Three hard copies of the bid proposal must be submitted on the specified forms, in full compliance with the requirements specified in the Bid Documents, in a sealed envelope marked **Website Redesign and Hosting Services, RFP UP 17-01,** and delivered to the Town of University Park, 6724 Baltimore Avenue, University Park, Maryland 20782, no later than **March 10, 2017 at 2:00 p.m. EST**.

Any questions about the RFP or the project services must be submitted to the Project Manager no later than March 1, 2017 at 2:00 p.m. EST. Responses to questions will be posted on the Town's website by March 2, 2017.

Copies of the Bid Documents may be downloaded from the Town's website at www.upmd.org. Requests for printed copies should be directed to the Town of University Park, 6724 Baltimore Avenue, University Park, Maryland 20782, Monday - Friday 8:00 a.m. - 5:00 p.m. (telephone 301-927-4262).

The Town of University Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or other unlawful basis is expressly prohibited is expressly prohibited.

The Town reserves the right to reject any and all bids based on the best interest of the Town. The Project Manager for this contract is Dan Baden, telephone 301-927-4262; FAX 301-277-4548; e-mail: danbaden@comcast.net.

TOWN OF UNIVERSITY PARK
REQUEST FOR PROPOSALS UP 17-01 – WEBSITE REDESIGN AND HOSTING SERVICES
Specifications

SECTION 1: BACKGROUND

1.1   Demographics
        The Town of University Park ("the Town"), located within Prince George's County, is a suburb of Washington, D.C. and is located approximately 3.6 miles northeast of the District of Columbia. The Town was incorporated as a municipality under Maryland state law in 1935. The Town is governed by 7 elected Council members and an elected Mayor.

        The Town is a residential community comprised of only single family homes. The estimated current population of the Town is 2665. The Town comprises approximately .5 square miles. With respect to education, 98% percent of adults have graduated from high school, and 84.4 % have at least a bachelors' degree.

1.3   Town Staffing
        The Town has approximately 27 employees in Administration, Public Works, and the Police Department, all working in one building. The Town's IT management is outsourced.

1.4   Current Website at www.upmd.org
        The Town's first website was developed over eight years ago and has always been hosted by a third party. It is a static system. Several other features and associated websites are accessed through links on the Town's website. The current website is hosted on an Apache web server with a MySQL database and primarily PHP scripting.

1.5   Website Updating
        At present, all updating of website material is done by Town personnel, based on updates submitted by the individual departments.

1.6   Resident Notification/Records Management/Archiving support – The Town uses its website as a part of a resident notification system by posting and continuing to make available town meeting agendas and related documents, meeting minutes, decisions, policies, standards and guidelines. The new site should enable the town staff to continue to provide these services, and to enable residents and others to access these records in a user-friendly system. In particular, access to agendas and related documents, by agenda item, shall be provided. Posted records shall also be searchable.

1.7   Currently, the Town website is hosted on an Apache web server with a MySQL database and primarily PHP scripting. As of December 2016, the Town's website infrastructure system includes the following:

       a.   Size of site = total size of files hosted in the server - 6 GB

       b.   Number of daily visitors = bandwidth used Daily visits average 120 - 150

       c.   Monthly Data in GB = bandwidth used, and size of data stream avg 5 - 10 GB/mo

       d.   Number of tickets = how many requests for service per month. 25 - 30 avg/mo

SECTION 2: STATEMENT OF WORK – The bidder must provide a Statement of Work that describes the bidder's overall approach to the project and specific descriptions of the steps to be followed for design and implementation. The Statement of Work shall include aspects to satisfy the project purpose and scope.

2.1   Project Purpose
The purpose of this Request for Proposals (RFP) is to invite vendors to submit proposals to provide website redesign and hosting services. The existing site provides valuable information to the Town's population with a diverse array of interests. However, the current site limits the Town's ability to organize the amount of information needed by the public and is not interactive. In this website redevelopment project, the Town seeks to develop a new user-friendly, intuitive and dynamic site that provides up-to-date information to residents.

2.2   Project Scope
All Town departments will have a presence on the new website, including the Administration, Public Works, and Police departments. The selected bidder will be responsible for guiding the Town through the appropriate steps to produce an organized and easy-to-use modern website. The development approach outlined in the Vendor's proposal should present a clear picture to Town staff of the bidder's plan and direction for this project. In response to this RFP, the vendor must address these major components: Visual, Operational, Updatability, Maintenance, and Technology Transfer Components.

a. Design Components

The selected bidder will work with the Town to develop a Content Lifecycle Management (CLM) plan. This plan will provide decision criteria for determining whether a specific piece of content should be removed from the site and guidance for retiring content in the future.

When the archiving process and CLM plan are in place, the content must be reviewed with the content owners to determine what content will be archived. This step should be completed before any content migration takes place.

The successful bidder at a minimum shall produce the following deliverables:

1. Standardized Process for Offline Archiving

2. Content Lifecycle Strategy Document – Delivered as a document that is compatible with a Town supported version of Microsoft Word.

The Consultant shall gather Content Management System (CMS) requirements from Town stakeholders, Website visitors, users, etc.

The requirements development process must take into account

- The types of content identified by the content inventory, such as program pages, landing pages, policy content, etc.;
- Features of the current website that don't currently exist such as workflow, preview, version history for documents, etc.;
- New web capabilities that didn't exist in when the Town website was initially developed that would be a better way to handle the content and serve site goals; and
- Business requirements from stakeholders that may have changed—the primary stakeholders are those persons assuming the role of content management for the site, and content owners.

Wherever possible, all content of a particular type (e.g., program pages) should be considered together in the requirements development process, to develop a common set of requirements for that type of content. This is to prevent having to implement different approaches to the same type of material.

In order to carry out the implementation and migration objective, the requirements development process shall produce at minimum the following deliverables:

1. Functional requirements documents - Delivered as documents that are compatible with a Town supported version of Microsoft Word.

2. User requirements documents including the development of personas and user stories/scenarios - Delivered as documents that are compatible with a Town supported version of Microsoft Word.

3. Technical requirements documents - Delivered as documents that are compatible with a Town supported version of Microsoft Word.

4. Systems design documents - Delivered as documents that are compatible with a Town supported version of Microsoft Word.

The redesigned website must provide:

- A quick, easy to navigate and user-friendly way to locate information without requiring the customer to understand Town government or the Town organization.
- Use of Responsive Design to ensure visitors can use the town website on whatever device they choose.
- A clean, modern and an appealing user-friendly look with an attractive mix of text and graphics for visual impact.
- Brand consistency. Each section of the site should have a common look and feel with the use of photographs, fonts, and layout.
- Exceptional usability with ease of navigation.
- Comply with the Americans with Disabilities Act (www.ada.gov/websites2_prnt.pdf), including Section 508 of the Workforce Rehabilitation Act, meeting ADA Priority 1 rules.
- Navigational options with departmental structure, type of service, type of document, or type of user
- A robust search feature similar to Google that also includes being able to search text within all documents on the website.
- A document library to display maps, applications, forms, and documents in an easily accessible and organized manner.
- A weather application.
- Include a "What's new/hot topics" section.
- "Pop-up boxes" on the homepage for emergency weather, closures or other Town emergency warnings or notices.
- A "printer-friendly" component on each webpage for ease of use.
- The ability to complete interactive online forms or a survey and to make online payments.
- The ability to function effectively with common browsers.
- Ability to implement analytical tools such as Google Analytics or approved equivalent to measure the effectiveness, activity and usage of the site.
- Links to download browser supplement products, i.e., Acrobat Reader.
- Analytics-enabled search functionality
- Use of breadcrumbs for secondary navigation within website sections.
- Enable two-factor password protected access for Council members, Mayor, and all Town Hall Staff wherein file sharing (such as Google Drive or SharePoint) is available
- Ability to play videos and archive no longer current video and multimedia content.
- The Consultant must design the Town's website to include at a minimum: Consistent look and feel for the website, including the use of the current Town logo and incorporating schemes and graphic elements found to be consistent with the Town's unique character and charm as an historic community.

To ensure agreement on the design concept, Consultant shall provide at least three (3) totally different Site design options in wireframe format for consideration by the Town. The Home Page must have the capability to allow for content updates without requiring design or hard-coding changes. In addition, for all three different Site design option, the Consultant will design 3 – 5 representative pages as determined by the Town, based on the selected option. The Mayor and Council will sign off on the design before the Consultant proceeds with the development of the website.

b. Operational Components

The redesigned website must include:

- A CMS which permits non-technical staff, regulated by role based access security controls, to update site content. Roles need to include authors, contributor and content approvers for publishing.
- State-of-the-art security, website site protection, and permissions.
- Present "published" and "expiration" dates for all content.
- Ability to work with existing Town of University Park implemented systems, capabilities, and functionality including, but not limited to integration to social media, including, but not limited to, Facebook, Twitter, etc.
- An easy-to-update Frequently Asked Questions (FAQ) section organized by topic that will redirect the requestor to the correct web page.
- Unlimited online calendars that can overlay as one master calendar.
- Ability to create and edit online forms, enable electronic signatures.
- A dynamically generated site map.
- Capability for secure online payment processing.
- Website architecture for the entire site that provides easy navigation to information and services
- The Consultant shall ensure that the website and CMS used to develop the Town website successfully works with the top 95% of major browsers (desktop, mobile) as defined by the Stats Counter Website for the region: United States. Design and code updates to the site should validate that the site continues to meet this requirement.
- Integration of the Town's current blast e-mail service
- Provide a section of the website to allow residents to:
  a. Access for reservations and rentals of Town field.
  b. Fill out and file forms via the website for service requests such as House Checks and Special Pick-ups.
  c. Participate in resident surveys.

c. Website Implementation:

Install and configure the website using a COTS content management system or equivalent with licenses to be owned by the Town. Complete all other work necessary to develop and fully test the website.

Ensure that the website is fully operational, without errors or broken links.

- Conduct code validation review and provide evidence of code compliance with W3C standards.
- Conduct User Acceptance Testing for various stage gates in the development project, including final go live approval.
- Provide a link checker report to ensure all site resources are properly linked.
- Provide a content inventory to help determine what content should be migrated, archived or deleted.
- Migration of the selected content and documents from the existing website to the new website CMS.

d. CMS application Scanning for full lifecycle of website development, deployment and operations/maintenance:

Website shall be scanned for code vulnerabilities, and any found vulnerabilities will be successfully remediated before launching the new site. Validation of this is required through Web Inspect, Nessus or a similar tool showing vulnerabilities found and a follow up scan showing found vulnerabilities have been remediated

e. Expansion Components
The redesign of the website must include the following features:

- A framework and architecture that will permit future expansion and the addition of new online services as the Town's budget, technology needs and demands dictate.
- A design architecture that will allow for easy accommodation of new pages and features as well as future sub-sites.

f. Maintenance Components
The redesign of the website must include the following features:

- No proprietary software.
- Ability for the design and all of its content, developed CMS and component source code, software and architecture to become property of the Town of University Park upon completion and acceptance of the website and to be operated and maintained by Town personnel. The consultant must provide site privacy and intellectual property policies as well as the baseline site inventory to the Town.

g. Site Maintenance/Operations and Maintenance – Bid proposal shall include

- Regular monthly security scanning of the application required to detect any emerging vulnerabilities. Any found vulnerabilities will require remediation within 30 days.
- Code and security updates provided by the CMS vendor will be applied within 30 days to ensure the CMS system remains up to date and secure.

h. Technology Transfer Components

The scope of this project is to replace the existing website, including site planning, interface design, content management and production. The new site must include a technology solution that allows in-house staff to easily and cost-effectively maintain and update content after the initial launch. The vendor must provide transfer of knowledge on content update and maintenance of the website to the Town's staff. The selected bidder will make arrangements with the Town's Project Manager to have the appropriate Town staff shadow Consultant activity at the Town.

i. The Statement of Work must also include complete comprehensive acceptance testing of the completed website.

j. Statement of Work Timetable - The bid response shall include a timeline defining key milestones, resources, and time requirements. The Town will be justified in relying upon the bid response timeline in developing the actual project timeline

k. Project Meetings
In addition to a kick-off meeting the successful bidder will be required to attend up to three (3) additional meetings for project coordination. Meetings may be held onsite at the University Park Town Hall located at 6724 Baltimore Avenue, University Park, MD 20782 or in a virtual setting, using "Go To Meeting" or an approved equivalent. Meetings may include various stakeholders such as elected officials, staff and Town residents.

l. Training
Training of Town personnel shall be included in the successful bidder's proposal.

The successful bidder should provide training documentation and material on the development and support techniques used in the new website.

Training must be provided for all tools and software used in the process. The Town must be able to support through use of Town staff the internal and external aspects and maintenance of the website once implemented and open to the public. Various Town staff members will require training on the interactive and updateability of the new website. The successful bidder must provide a testing and development website to preview new web pages and functionality before deployment. These goals can be accomplished by providing the following types of training:

- User Navigation Training – provide role specific scenario-based training for our departments to ensure they are comfortable navigating through the new software.

- Town Web Project Manager Training – ensure that the internal system administrator is fully comfortable managing website / CMS system on a day-to-day basis.
- Content Management System (CMS) Training – Train the trainers– provide training for the staff trainers who will train other staff members to add content to the website on a consistent basis. Provide simple mechanisms for uploading/updating new content, including documents, images, forms, calendar updates, or other materials.

m. Maintenance and Support Services

From time to time, minor updates, design elements and addition of new features will be added to the Town website. Due to system requirements, these additions may be outside the technical capability of Town staff to complete. The successful bidder should propose a maintenance and support fee for completing any updates or maintenance activities.

n. Project Management

The Town has a requirement to support the Town's website through Scrum, an iterative and incremental agile methodology, or equivalent. The successful bidder shall participate in a team to support strategic Agile Project Management with a Scrum Framework environment or equivalent. The Town will provide information in the product owner (PO) role to represent the business, customers or users and guide the team to build the right product. The successful bidder shall provide the technical expertise to support the roles of Scrum Master and Scrum development team.

The successful bidder shall utilize the formal Scrum model to include the following Scrum processes: time-boxed sprints, sprint planning, daily Scrum, sprint review and retrospective. The successful bidder shall work with the product owner to develop a product backlog and sprint backlog refinement.

o. Hosting

Provide scalable cloud services to the Town as a Cloud Services Provider (CSP). Provide a secure and code compliant cloud hosting service that hosts PaaS models for the Town's public facing information website.

p. The Consultant will warrant all workmanship for one year from acceptance.

2.3. **Technical and Administration Services**:

The CSP shall provide the following technical and administration services:
- o Provide application and content migration support during transition in and out periods of current existing infrastructure(s) for task orders.

- Provide management of the virtual network and virtual servers, database maintenance, and ad hoc custom application support. The CSP shall act as technical point of contact on system with the Town issues for 3rd party Consultant staff working within the Town.
- Daily technical support to the cloud hosting services
- Maintain security posture that meets the Town security requirements. (e.g. submitting security documentation, responding to security incidents, addressing security findings, etc.)
- Technical expertise on the CSP and cloud-based CMS technology selected by the Town.
- Configuration management of the cloud hosting services
- Any required documentation related to the Town to the cloud hosting services
- Participation in meetings as requested by the Town Government
- Operation and Maintenance of the cloud hosting services
- Report cloud hosting usage to the Town

2.4. **Technology Service Models**: The CSP shall provide the following technology service models to the Town:

PaaS: Support for infrastructure as part of the CMS platform chosen by the Town.   CSP shall work with the Town website developer and any other necessary 3rd party contractors with integrating with the Town network and services.

The PaaS shall at the minimum include the following requirements:

A. Shall provide an SSL certificate (FIPS 140-2) for every Town website.
B. At a minimum, Development and Test environments shall provide the Town with STAGE environment optional for every website.
C. Shall provide scale capacity up or down as the consumption demands. This means that services scale on demand to add or remove resources as the Town requests.
D. Shall specify the level of support for the Town and website (number of tickets and/or support hours per week).
E. Provide hosting for data and machine readable databases to support application program interfaces (API).
F. The CSP shall also provide annual rate quote for website domain name only upon the Town's request. It is understood that the annual rate for website domain name is a flat rate and will not be prorate if the Town requests the domain name in the middle of certificate renewal period.
G. Shall provide the Town with virtual dashboard that can be accessed to track usage information and the following:
    i. Current disk usage by virtual server or PaaS(GB)
    ii. Current Bandwidth (in and out) total (GB)
    iii. Current availability status of all platforms and/or websites
    iv. Number of unique visit by website by week

v. Weekly summary report of the dashboard items shall be sent to the Project Manager.

2.5**. General Requirements**.
A. The CSP is responsible for the platform and security upgrades.

B. The CSP is responsible for all administration, operation and maintenance of Operating System (OS), web servers, databases, and application, including patches and upgrades and for coordinating the patches and upgrades implementation with each website support and website owners across the environments (i.e. DEV, TEST, STAGE, PROD).

C. The CSP shall create and modify of platform user roles and permissions.

D. The CSP is responsible for supporting application teams and customers/developers requiring assistance and application or the appropriate access to the base application in the DEV,TEST, STAGE, PROD environments. The customers/developers could be Town employees or 3rd party contractors

E. Provides virtualization capabilities that support 32 bit and 64 bit operations The CSP shall provide support for multiple processor virtual machines with no limitation on the number of supported cores.

F. The CSP shall provide support for virtual machines with virtual processors that are equivalent at least 4 GHz per virtual processor core. Shall support no more than N-2 from the current industry standard with the supported GHZ.
Provides support for virtual machines with no limitation on the amount of memory allocated.

G. Disk capacity shall be determined during task order establishment.
H. The CSP shall provide high availability centralized network accessible storage.
I. The CSP shall provide the ability to attach multiple drives per virtual server instance.
J. The CSP shall provide the ability to snapshot storage volumes for backup and replication purposes.
K. The CSP shall provide adequate flexibility for increasing storage capacity with no limitation on the allocated storage

2.6. Operations and Maintenance (O&M)/Hosting
 The CSP shall operate and maintain the cloud hosting services, including without limitation the following:
   A. Backup data at a minimum nightly. (task order may request additional backups)
   B. Implement the latest OS patches with Town approval.
   C. Implement the latest security patches with Town approval.

D. Maintain a website owner contact list (e.g. system owner, PM, office, etc.). This list shall be used to send out communications related to any system changes and/or outages.

E. In coordination with the Town, develop and implement a records management approach in accordance with OMB Circular A-130 (Management of Federal Information Resources). Records shall include contract deliverables, artifacts and Department Training completion compliance. The records shall be easily accessible by the Town at any point during the life of the contract.

F. Provide advance communication to the Town at least 4 weeks prior regarding planned system outages, maintenance, system changes and/or security patches. Advance communication for major system/application upgrades shall be communicated at least 3 months in advance. The communication shall include instructions for the Town to test system upgrades, patches and system changes prior to deployment in the TEST/STAGE environment.

G. The process for emergency or expedited changes shall be developed by the CSP and approved by the Town prior to any system change.

H. Application upgrades and/or patches shall not impact the existing environments (e.g. DEV, TEST, STAGE) or applications functionalities. If needed, temporary parallel environments (e.g. DEV, TEST, STAGE) shall be used without additional cost.

I. Provide notification of changes to the system's configuration and ongoing Configuration Management

J. Provide system update logs (i.e. changes, problems, issue/problem resolution, patches, etc.) in the form of automated web-based monthly and on-demand reports.

K. Work with the website's application layer engineering support staff as needed.

L. Provide Town, upon request, data restore capability from previous day within 4 hours.

M. Provide the data backup files to the Town upon request.

N. Provide support to the Town during a data recovery request.

O. The CSP shall notify the PM when disk space is over 80% used.

P. The CSP shall notify the PM when bandwidth is within 10% of hitting the maximum monthly limit.

Q. Implement commercial Anti-Virus (AV) tool on the server(s)

R. Attend meetings and provide technical expertise as requested by the Town.

S. Update any relevant documents when there are changes to the cloud hosting services.

T. Provide 24x7x365 technical and administration services the cloud hosting services.

U. Utilize ticket-tracking system for any requests and incidents (e.g. system outages, etc.).

V. Provide Root Cause Analysis for any unplanned system/website outage 24-48 hours after the incident.

W. The CSP shall follow the Town requirements for application/server/cloud services system decommission/disposal.

X. The solution shall have a daily security report tool.

Y. Provide daily standard report(s) to the Town generated from a log

aggregate analysis tool
- Provide daily standard report(s) to the Town generated from a network intrusion detection system tool
- Provide daily standard IDS report(s) to the Town

Z. The solution shall support Continuous Security Monitoring for all Town infrastructures. Security incident meeting as requested by the Town. Perform required actions, research, and provide response/resolution to any security concerns, incident, and/or findings.

The CSP shall be able to support the following interactions:

- APIs
- RSS Feeds
- Google Analytics
- Twitter

The CSP shall be able to provide a dedicated Virtual Private Network (VPN) or encrypted connection between the Town's network and the CSP cloud environment.

o. Other Components

Although the Town outlined many specific requirements, bidders are invited to outline ideas for content, and more specifically, the overall approach in redesigning the style of the Town's website beyond the information listed here. We encourage bidders to consider and propose alternative solutions and recommendations.

2.7   Statement of Work and Timetable Revision

After the Town makes a contract award, the Town and the selected bidder will refine the Statement of Work and the Timetable submitted by the bidder, if necessary. The revised Statement of Work and Timetable will be included in the final contract.

2.8   Examples
In preparing your proposals, please look at the following sites for examples of what the Town hopes to achieve in the redesign:
http://hyattsville.org/
http://www.collegeparkmd.gov/
http://dc.gov/
https://bouldercolorado.gov/
www.thurmont.com
http://www.greenbeltmd.gov/

2.9   Tentative Project Schedule (subject to change)
        RFP issue date
        RFP question period ends

Response submittal deadline
Review of responses by Town staff
Mayor and Council work session review
Mayor and Council contract award

2.10 Community Involvement in Redesign Process

The selected bidder must be willing to meet with a small organized group of Town staff, elected officials and residents throughout the website redevelopment process. This group will be a mix of the different user audiences interacting with the website. The group will run user tests on the website prototypes presented to staff and a representative from the group may attend meetings between the selected bidder and staff.

2.11 Meetings with Town Council

In addition to the organized community team, the selected bidder may be required to meet (in person or by electronic means) with Mayor and Council at public meetings, which take place on Monday evenings, usually at 7:30 p.m. EST.

SECTION 3: RFP AND BID SUBMITTAL PROCESS

3.1 RFP Issuance

Upon issuance, the RFP will be posted to the Town's website at www.upmd.org as well as other RFP distribution websites. The Town may send notification of the issuance of the website design RFP to certain potential vendors; this notification does not in any way indicate prequalification of said vendors. No pre-bid meeting is scheduled. Potential bidders with questions about the RFP or its process may contact Daniel Baden, Project Manager, no later than March 1, 2017 at 2:00 p.m. EST. Contact information is: telephone 301-927-4262 FAX 301-277-4548, e-mail danbaden@comcast.net. If any questions are received by the March 1, 2017 deadline, we anticipate issuance of an addendum, providing the questions and answers to all potential bidders, which will be posted online on the Town's website.

3.2 RFP Addenda (if any)

In the event that the Town must amend the RFP, either in response to submitted vendor questions (see section 3.1 above) or to clarify provisions in the RFP, any addenda issued will be posted to the same websites on which the original RFP was posted. It is the vendor's responsibility to check whether any addenda have been issued and to comply with any provisions or changes contained in the addenda. Vendor will be asked to acknowledge receipt of any addenda on their bid submittal form.

3.3 Bid Submittal Requirements

Bidders may bid only on the entire contract. In order to be considered complete, all bid submittals must include the specified number of copies of the various forms in the Bid Documents, listed as follows:

Form	No. of Required Copies
Bid Proposal Form and supplemental spreadsheet setting out the Statement of Work, to include all equipment, labor, engineering preparation, materials, design, and installation, indicating price of all components plus cost of integration and engineering preparation for entire project and identification of and cost per hour for all contract personnel	3
Proposed Schedule of Work Timetable	3
Information Regarding the Bidder Form	3
Affidavits:	
Non-Collusion Affidavit	3
Affidavit With Respect To Non-Conviction, Non-Suspension And False Pretenses	

Bid proposals should be submitted in a sealed envelope or box, marked **Website Redesign and Hosting Services, RFP UP 17-01**, and delivered to:
>Town of University Park
>6724 Baltimore Avenue
>University Park, MD 20782

no later than **March 10, 2017 at 2:00 p.m. EST**. Late submittals will not be accepted.

The submittal shall include the specified documents, organized in the following manner to facilitate review:
a.   Bid Proposal Form and supplemental documents
b.   Proposed Schedule of Work Timetable
c.   Information Regarding the Bidder
>NOTE: The information requested on this form may be submitted in a separate document as long as all requested information is provided and numbered according to the form.
d.   Affidavits

3.4   Bid Opening
Bids will be opened in public on March 10, 2017 at 2:00 p.m. EST (immediately following the bid submittal deadline) in the Town of University Park, 6724 Baltimore Avenue, University Park, MD 20782. Bidders are welcome to attend the public bid opening.

SECTION 4: BID EVALUATION

4.1   Evaluation Criteria
An evaluation team comprised of Town staff, including IT personnel and any other reviewer as selected by the Town will evaluate the RFP responses received from each vendor. Prior to the selection of the award to the apparent successful vendor, bidders shall be available to meet with the Town to discuss their responses to the RFP, inclusion of required criteria and other items deemed appropriate by the Town. If an award is made as a result of this RFP, it shall be awarded to the bidder whose proposal is most advantageous to the Town. In determining which proposal is best, the Town will take into consideration the bid price, and the experience, qualifications, references, responsibility and currently available facilities of the Bidder to perform the work.

a. Responsiveness.
The successful bidder must demonstrate the ability to respond to the needs of the Town and be receptive to requests of the Town. Attention will be given to firms that demonstrate this with a concise, informative response to this request.

b. Qualifications of the Bidder
The successful bidder must demonstrate the skill and resources required to undertake this project. Attention will be given to the staff members assigned to this project and the manner in which they will be supervised.

c. Relevant Experience
The successful bidder must demonstrate a proven record of capability based on past and current performance relevant to this project.

d. Approach to the Project
The successful bidder must indicate an overall understanding of the project and pursue the project as outlined together with providing solutions to bring the project to successful conclusion.

4.2   Right to Cancel
The Town reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program which is outlined within this RFP at any time, and notice shall be given in a timely manner thereafter. The Town reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the Town.

4.3   Other Provisions
a.   Responses to this RFP will become the property of the Town, and will form the basis of negotiations of an agreement between the Town and the apparent selected bidder.

b. The Town is not liable and will not be responsible for any costs incurred by any bidder(s) for the preparation and delivery of the RFP responses, nor will the Town be liable for any costs incurred prior to the execution of an agreement, including, but not limited to, presentations by RFP finalists to the Town.

c. The Town reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

d. The Town reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the bidder can offer.

e. Bidder may withdraw a proposal that has been submitted at any time up to the RFP closing date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Project Manager. The bidder may submit another proposal at any time up to the RFP closing date and time. Bidders will be held to the terms of the bid for 90 days.

f. As a result of the selection of a bidder to supply products and/or services, the Town is neither endorsing nor suggesting that the bidder's product or services are the best or only solution. The bidder agrees to make no reference to the Town in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the Town.

g. Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored.

h. A bid bond is not required.

i. A performance bond is not required.

j. A payment bond is not required.

k. Throughout this RFP, associated documents and sample consultant agreement, the title "bidder", "vendor" and/or "consultant" may be used interchangeably. Each of these terms refers to the individual or firm submitting a bid proposal to the Town of University Park in response to RFP UP 17-01.

l. The Town's payment terms are net 30 days. It is anticipated that progress payments under the contract will be made based on measurable milestones.

4.4 Contract Award

Following a staff recommendation, the Mayor and Council of the Town of University Park will make a contract award at the earliest possible date after the date set for receipt of proposals. It is anticipated that the contract will be awarded on a lump sum basis, in the best interest of the Town.

The successful bidder shall be required to execute a contract in a form satisfactory to the Town, in substantially the same form as attached hereto, within 10 days of the award of the contract. The Town reserves the right to cancel the

award of the contract at any time prior to execution of the contract without liability on the part of the Town.

If the successful bidder shall fail to execute the contract as required, the award may be annulled and the contract awarded to the second lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the Town may reject all of the bids, as its interest may require.

SECTION 5: WEBSITE SUPPORT

The selected bidder must as part of its proposal provide an explicit statement of the kind and duration of ongoing technical support the Town can expect from the bidder with separate pricing.

SECTION 6: ESTIMATED BUDGET AND RESOURCES REQUIRED

All bidders must provide a breakdown of costs related to their website design consulting services. Costs include, but are not limited to, fixed pricing and deliverables, billable hours (time and materials based pricing), travel expenses, etc. Bidder must agree to maintain the quoted pricing in their proposals for a minimum of 90 days after proposal submission.

Finally, all proposals must include project schedule and a specific statement of work, which identifies timelines, key milestones, project phases or other project details.

TO BE SUBMITTED WITH BID

TOWN OF UNIVERSITY PARK
RFP UP 17-01 – WEBSITE REDESIGN AND HOSTING SERVICES
Bid Proposal Form

TOWN OF UNIVERSITY PARK   BID DUE: Wednesday, March 10, 2017
6724 Baltimore Avenue   TIME: 2:00 p.m. EST
University Park, MD 20782

_____
(Name of Bidder)

hereby submits the following proposal for the **Website Redesign and Hosting Services** as more particularly described in RFP UP 17-01. Having carefully examined the Request for Proposals, related documentation, the proposed Consultant Agreement and **Addenda Numbered** _____ (indicate numbers or N/A if none issued), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all prices bid will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

Task I – Redesign of website

_____ Dollars
(Written)

$ _____
(Figures)

Task II: Operations and Maintenance, per annum:

_____ Dollars
(Written)

$ _____
(Figures)

Task III: Web site hosting, per annum:

_____ Dollars
(Written)

$ _____
(Figures)

SPECIAL TERMS AND CONDITIONS

A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
B. In addition to completing this Bid Proposal Form with bid price, Bidder should provide an estimate of budget and resources required.
C. It is understood that the proposal price will be firm for a period of 90 calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation.

_____
Name of Bidder

_____
Signature   Date

_____
Name and Title of Individual Authorized to Bind Bidder

TOWN OF UNIVERSITY PARK
RFP UP 17-01 – WEBSITE REDESIGN AND HOSTING SERVICES
Proposed Schedule of Work Timetable and
Specific Statement of Work, Which Identifies Timelines, Key
Milestones, Project Phases or Other Project Details

Please attach your proposed schedule of work timetable and specific statement of work.

TO BE SUBMITTED WITH BID

TOWN OF UNIVERSITY PARK
RFP UP 17-01 – WEBSITE REDESIGN AND HOSTING SERVICES
Information Regarding the Bidder
NOTE: The information requested on this form may be submitted in a separate document as long as all requested information is provided and numbered according to this form.

1. Name of Bidder: _____
                                  (Individual/Firm/Corporation)

    Business Address: _____

    _____

    Telephone Number: (_____) _____

    E-mail address: _____

2. Is the business incorporated? _____ Yes   _____ No

Non-Corporation Business

3. If response to item #2 above is No, list the name and business and residence address of each individual having a 10% or greater financial interest in the business.

Name	Business Address	Residence Address

Corporate Business Entities - Please answer items 4 and 5

4. List the names of all officers of the corporation, their business and residence addresses and the date on which they assumed their respective offices.

Name	Office	Residence and Business Address	Date Office Assumed

_____

5. List the names of all members of the current Board of Directors, and their business and residence addresses.

Name   Business Address   Residence Address
_____
_____
_____
_____
_____
_____

6. Please provide the following information concerning work that you have done within the last 5 years which is similar to the Bid work.

FOR WHOM   CONTRACT   DATE   CONTACT'S NAME/
PERFORMED   AMOUNT   COMPLETED   TELEPHONE NUMBER
_____
_____
_____
_____
_____
_____

7. Bidders will answer the following questions: (The word "you" refers to any individual, partnership, partner and/or corporation and its officers.)

    a.   Have you ever failed to complete any work awarded to you? _____

          If yes, state where and why: _____

    b.   Have you ever been affiliated with some other organization that failed to complete a contract? _____

          If yes, state name of individual and reason therefor. _____
          _____

    c.   With what other businesses are you affiliated? _____

    d.   Please list all persons who will supervise the work under the Contract? _____
          _____

    e.   Identify all personnel who will be employed to prosecute the work described in the Contract Documents and list their hourly rate(s). _____
          _____
          _____

f. Please provide at least 3 references, including any Maryland governmental units or agencies for which you have worked on a similar project. Include the name and telephone number of your contact with each. _____
_____
_____
_____
_____

g. Identify all subsuccessful bidders, materialmen, and suppliers that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.
_____
_____
_____
_____

Dated this _____day of_____, 2017.

_____
Name of Bidder

By: _____

Printed Name: _____

Title: _____

TOWN OF UNIVERSITY PARK
RFP UP 17-01 – WEBSITE REDESIGN AND HOSTING SERVICES
Non-Collusion Affidavit

_____, being duly sworn on oath, deposes and says:

That he/she is the _____
                            (Owner, Partner, Title if on behalf of a Corporation)

of _____,
                            (Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

                               _____(SEAL)
To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a
    Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

TO BE SUBMITTED WITH BID

AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES

I hereby affirm that:

(1)   I am the _____ (Title) and duly authorized representative of _____ (Name of Business Entity) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

(2)   Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and

(3)   Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State of federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and

(4)   Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.

(5)   Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle

(6)   Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Town, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

(7) State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

_____

_____

_____

I acknowledge that this affidavit is to be furnished, where appropriate, to the Town of University Park, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town of University Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Town.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

_____   _____

              Date   Signature

                                                    Printed Name_____

                                                    Title _____

TOWN OF UNIVERSITY PARK
RFP UP 17-01 – WEBSITE REDESIGN AND HOSTING SERVICES
Consultant Agreement

THIS CONSULTANT AGREEMENT (the "Agreement") is made this _____ day of _____, 2017, by and between MAYOR AND COMMON COUNCIL OF UNIVERSITY PARK (the "Town"), a municipal corporation of the State of Maryland, whose address is 6724 Baltimore Avenue, Maryland 20782 and _____hereinafter referred to as "Consultant," whose address is _____.

WHEREAS, Consultant desires to act for the Town as an independent website designer in order to develop a new user-friendly, intuitive and dynamic website that provides up-to-date information to residents of the Town of University Park and to provide operation and maintenance and hosting services, and

WHEREAS, the Town desires that Consultant provide such services.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment.** The Town hereby engages Consultant, as an independent website designer and not as an agent or employee of the Town, to redesign the Town's website and produce an organized and easy-to-use modern website, incorporating visual, operational, updatability, maintenance and technology transfer components, as more particularly described in the Request for Proposals UP 17-01 – Website Design and Hosting Services, attached hereto and incorporated herein by this reference, and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. **Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. The following Consultant services are included as part of this Agreement:

a. Design Components

> The Consultant will work with the Town to develop a Content Lifecycle Management (CLM) plan. This plan will provide decision criteria for determining whether a specific piece of content should be removed from the site and guidance for retiring content in the future.

When the archiving process and CLM plan are in place, the content must be reviewed with the Town to determine what content will be archived. This step should be completed before any content migration takes place.

The Consultant at a minimum shall produce the following deliverables:

1. Standardized Process for Offline Archiving

2. Content Lifecycle Strategy Document – Delivered as a document that is compatible with a Town supported version of Microsoft Word.

The Consultant shall gather CMS requirements from Town stakeholders, Website visitors, users, etc.

The requirements development process must take into account

- The types of content identified by the content inventory, such as program pages, landing pages, policy content, etc.;
- Features of the current website that don't currently exist such as workflow, preview, version history for documents, etc.;
- New web capabilities that didn't exist when the Town website was initially developed that would be a better way to handle the content and serve site goals; and
- Business requirements from stakeholders that may have changed—the primary stakeholders are those persons assuming the role of content management for the site, and the Town.

Wherever possible, all content of a particular type (e.g., program pages) should be considered together in the requirements development process, to develop a common set of requirements for that type of content. This is to prevent having to implement different approaches to the same type of material.

In order to carry out the implementation and migration objective, the requirements development process shall produce at minimum the following deliverables:

1. Functional requirements documents - Delivered as documents that are compatible with a Town supported version of Microsoft Word.

2. User requirements documents including the development of personas and user stories/scenarios - Delivered as documents that are compatible with a Town supported version of Microsoft Word.

3. Technical requirements documents - Delivered as documents that are compatible with a Town supported version of Microsoft Word.

4. Systems design documents - Delivered as documents that are compatible with a Town supported version of Microsoft Word.

The redesigned website must provide:
- A quick, easy to navigate and user-friendly way to locate information without requiring the customer to understand Town government or the Town organization.
- Use of Responsive Design to ensure visitors can use the town website on whatever device they choose.
- A clean, modern and an appealing user-friendly look with an attractive mix of text and graphics for visual impact.
- Brand consistency. Each section of the site should have a common look and feel with the use of photographs, fonts, and layout.
- Exceptional usability with ease of navigation.
- Comply with the Americans with Disabilities Act (www.ada.gov/websites2_prnt.pdf), including Section 508 of the Workforce Rehabilitation Act, meeting ADA Priority 1 rules.
- Navigational options with departmental structure, type of service, type of document, or type of user
- A robust search feature similar to Google that searches text within all PDF documents.
- A document library to display maps, applications, forms, and documents in an easily accessible and organized manner.
- A weather application.
- Include a "What's new/hot topics" section.
- "Pop-up boxes" on the homepage for emergency weather, closures or other Town emergency warnings or notices.
- A "printer-friendly" component on each webpage for ease of use.
- The ability to complete interactive online forms or a survey and to make online payments.
- The ability to function effectively with common browsers.
- Ability to implement analytical tools such as Google Analytics or approved equivalent to measure the effectiveness, activity and usage of the site.
- Links to download browser supplement products, i.e., Acrobat Reader.
- Analytics-enabled search functionality
- Use of breadcrumbs for secondary navigation within website sections.
- Enable two factor password protected access for Council members, Mayor, and all Town Hall Staff wherein file sharing (such as Google Drive or SharePoint) is available
- Ability to play videos and archive no longer current video and multimedia content.
- The Consultant must design the Town's website to include at a minimum: Consistent look and feel for the website, including the use of the current Town logo and incorporating schemes and graphic elements found to be

consistent with the Town's unique character and charm as an historic community.

To ensure agreement on the design concept, Consultant shall provide at least three (3) totally different Site design options in wireframe format for consideration by the Town. The Home Page must have the capability to allow for content updates without requiring design or hard-coding changes. In addition, for all three different Site design option, the Consultant will design 3 – 5 representative pages as determined by the Town, based on the selected option. The Mayor and Council will sign off on the design before the Consultant proceeds with the development of the website.

b. Operational Components

The redesigned website must include:

- a Content Management System (CMS) which permits non-technical staff, regulated by role based access security controls, to update site content.. Roles need to include authors, contributor and content approvers for publishing.
- State-of-the-art security, website site protection, and permissions.
- Present "published" and "expiration" dates for all content.
- Ability to work with existing Town of University Park implemented systems, capabilities, and functionality including, but not limited to integration to social media, including, but not limited to, Facebook, Twitter, etc.
- An easy-to-update Frequently Asked Questions (FAQ) section organized by topic that will redirect the requestor to the correct web page.
- Unlimited online calendars that can overlay as one master calendar.
- Ability to create and edit online forms, enable electronic signatures.
- A dynamically generated site map.
- Capability for secure online payment processing.
- Website architecture for the entire site that provides easy navigation to information and services
- The Consultant shall ensure that the website and CMS used to develop the Town website successfully works with the top 95% of major browsers (desktop, mobile) as defined by the Stats Counter Website for the region: United States. Design and code updates to the site should validate that the site continues to meet this requirement.
- .Integration of the Town's current blast e-mail service
- Provide a section of the website to allow residents to:
  - d. Access for reservations and rentals of Town field.
  - e. Fill out and file forms via the website for service requests such as House Checks and Special Pick-ups.
  - f. Participate in resident surveys.

c. Website Implementation:

Install and configure the website using COTcontent management system or equivalent with licenses to be owned by the Town.

Complete all other work necessary to develop and fully test the website. Ensure that the website is fully operational, without errors or broken links.

- Conduct code validation review and provide evidence of code compliance with W3C standards.
- Conduct User Acceptance Testing for various stage gates in the development project, including final go live approval.
- Provide a link checker report to ensure all site resources are properly linked.
- Provide a content inventory to help determine what content should be migrated, archived or deleted.
- Migration of the selected content and documents from the existing website to the new website CMS.
-

d. CMS application Scanning for full lifecycle of website development, deployment and operations/maintenance:

Website shall be scanned for code vulnerabilities, and any found vulnerabilities will be successfully remediated before launching the new site. Validation of this is required through Web Inspect, Nessus or a similar tool showing vulnerabilities found and a follow up scan showing found vulnerabilities have been remediated

e. Expansion Components

The redesign of the website must include the following features:

- A framework and architecture that will permit future expansion and the addition of new online services as the Town's budget, technology needs and demand dictate.
- A design architecture that will allow for easy accommodation of new pages and features as well as future sub-sites.

f. Maintenance Components

The redesign of the website must include the following features:

- No proprietary software.
- Ability for the design and all of its content, developed CMS and component source code, software and architecture to become property of the Town of University Park upon completion and acceptance of the website and to be operated and maintained by Town personnel. The consultant must provide site privacy and intellectual property policies as well as the baseline site inventory to the Town.

g. Site Maintenance/Operations and Maintenance – Bid proposal shall include

- Regular monthly security scanning of the application required to detect any emerging vulnerabilities. Any found vulnerabilities will require remediation within 30 days.
- Code and security updates provided by the CMS vendor will be applied within 30 days to ensure the CMS system remains up to date and secure.

h. Technology Transfer Components
  The scope of this project is to replace the existing website, including site planning, interface design, content management and production. The new site must include a technology solution that allows in-house staff to easily and cost-effectively maintain and update content and modify site design after the initial launch. The vendor must provide transfer of knowledge on the design, development, coding, testing and maintenance of the website to the Town's staff. The Consultant will make arrangements with the Town's Project Manager to have the appropriate Town staff shadow Consultant activity at the Town.

i. The Statement of Work must also include complete comprehensive acceptance testing of the completed website.

j. Statement of Work Timetable - The bid response shall include a timeline defining key milestones, resources, and time requirements. The Town will be justified in relying upon the bid response timeline in developing the actual project timeline

k. Project Meetings
In addition to a kick-off meeting the Consultant will be required to attend up to three (3) additional meetings for project coordination. Meetings may be held onsite at the University Park Town Hall located at 6724 Baltimore Avenue, University Park, MD 20782 or in a virtual setting, using "Go To Meeting" or an approved equivalent. Meetings may include various stakeholders such as elected officials, staff and Town residents.

l. Training
Training of Town personnel shall be incidental to the Consultant's proposal.

The Consultant should provide training documentation and material on the development and support techniques used in the new website.

Training must be provided for all tools and software used in the process. The Town must be able to support through use of Town staff the internal and external aspects and maintenance of the website once implemented and open to the public. Various Town staff members will require training on the interactive and updateability of the new website. The Consultant must provide a testing and development website to preview new web pages and functionality before deployment. These goals can be accomplished by providing the following types of training:

- User Navigation Training – provide role specific scenario-based training for our departments to ensure they are comfortable navigating through the new software.

- Town Web Project Manager Training – ensure that the internal system administrator is fully comfortable managing website / CMS system on a day-to-day basis.
- Content Management System (CMS) Training – Train the trainers– provide training for the staff trainers who will train other staff members to add content to the website on a consistent basis. Provide simple mechanisms for uploading/updating new content, including documents, images, forms, calendar updates, or other materials.

m. Maintenance and Support Services

From time to time, minor updates and addition of new features will be added to the Town website. Due to system requirements these additions may be outside the technical capability of Town staff to complete. The Consultant should propose a maintenance and support fee for completing any updates or maintenance activities.

n. Project Management

The Town has a requirement to support the Town's website through Scrum, an iterative and incremental agile methodology, or equivalent. The Consultant shall participate in a team to support strategic Agile Project Management with a Scrum Framework environment or equivalent. The Town will provide information in the product owner (PO) role to represent the business, customers or users and guide the team to build the right product. The Consultant shall provide the technical expertise to support the roles of Scrum Master and Scrum development team.

The Consultant shall utilize the formal Scrum model to include the following Scrum processes: time-boxed sprints, sprint planning, daily Scrum, sprint review and retrospective. The Consultant shall work with the product owner to develop a product backlog and sprint backlog refinement.

o. Hosting Services

As described in the Request for Proposals.

p. The Consultant will warrant all workmanship for a minimum of one year from acceptance.

q. Other Components

The requirements of the Technical and Administrative Services, Technology Service Models, General Requirements and Operations and Maintenance sections of the RFP are specifically included in this Scope of Services as if fully set forth.

3. **Dates of Work.** The Consultant agrees to commence work on _____ and shall complete all contract work on or before _____. All work shall be performed pursuant to a Statement of Work schedule submitted by the Consultant. It is understood by the parties hereto that time is of the essence in the completion of the services under this contract.

4. **Contract Price.** The Town agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of all obligations under this Agreement, a sum not to exceed _____ Dollars ($_____.__), which shall include all incidental costs, including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs. Invoices for payment of services may be submitted on a monthly basis and must be accompanied by any other documentation required by the Town. Invoices will be paid after approval by the Town. It is anticipated that progress payments under the contract will be made based on measurable milestones.

Additional services related to this project shall be provided by the Consultant on an as-needed basis as directed by the Town in writing. Such services shall be billed to the Town at the hourly rates established by Consultant's bid or as otherwise approved by the Town. Except as noted herein, in no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill.

5. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

- Bid Proposal Form, estimated budget and resources required, and any attachments thereto
- Request for Bid Proposals UP 17-01 and attachments thereto
- Proposed Schedule of Work Timetable
- Information Regarding the Bidder form
- Required affidavits and certifications

6. **Other Payments; Expenses; Taxes.** The Town will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Agreement, except as set out herein. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of his obligations under this Agreement.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that

Consultant is deemed not to be an independent contractor by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the Town for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7.   Insurance. Consultant will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, and workers' compensation insurance with limits of not less than those set forth below.

      A.   Comprehensive General Liability Insurance
          (1)   Personal injury liability insurance with a limit of $1,000,000 each occurrence/aggregate;
          (2)   Property damage liability insurance with limits of $500,000 each occurrence/aggregate.
          All insurance shall include completed operations and contractual liability coverage.

      B.   Professional Errors and Omissions Insurance. The Consultant shall maintain a policy with limits of not less than $1,000,000 each occurrence/aggregate, to include cyber liability/data breach coverage.

      C.   Automobile Liability Coverage. Automobile fleet insurance $1,000,000 for each occurrence/ aggregate; property damage - $500,000 for each occurrence/aggregate.)

      D.   Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of workers' compensation insurance. All corporations are required to provide workers' compensation certificates of insurance.

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the Town under this Agreement and will name the Town as an insured under such policy with an additional insured endorsement. Copies of the certificates of insurance and additional insured endorsement for all required coverage shall be furnished to the Town prior to beginning work.

Provision of any insurance required herein does not relieve consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded, or for which the consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal government as provided by law.

8.   Indemnification. The Consultant shall indemnify and save harmless the Town, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys fees, arising directly or indirectly out of the performance of the contract, whether caused by the negligent or intentional act or omission on the part of the Consultant, its agents, servants, employees and subcontractors.

9.   Licenses, Applicable Laws.   Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Consultant shall conform to all applicable laws and regulations.

10.   Materials and Standard of Work.   All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Consultant at Consultant's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Consultant.

11.   Subcontracting.   The Consultant may not subcontract any work required under this Agreement without the consent of the Town.   If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be subcontracted. The Consultant is not relieved of primary responsibility for full and complete performance of any work delegated to the subcontractor.   There shall be no contractual relationship between the Town and the subcontractor.

12.   Accurate Information. The Consultant certifies that all information provided in response to the Request for Proposals or other requests for information is true and correct. Any false or misleading information is grounds for the Town to reject the bid and terminate this contract.

13.   Errors in Specifications. The Consultant shall take no advantage of any error or omission in the specifications. The Town shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

14.   Construction and Legal Effect.   This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

15.   No Assignment.   This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in writing from the Town.   In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

16.   Relief. The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the Town, and further recognizes that, in such event, monetary damages may be available to the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the Town's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Consultant from further breaching any of its obligations

set forth herein. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

17. **Termination for Default.** Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such event, the Town may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default within 24 hours after receipt of notification, the Town may terminate this Agreement. This provision shall not limit the Town in exercising any other rights or remedies it may have.

18. **Termination for Convenience.** The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the Town determines that such termination is in its best interest. The Town will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

19. **Notices.** All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

> Lenford C. Carey, Mayor
> Town of University Park
> 6724 Baltimore Avenue
> University Park, MD 20782

> _____
> _____
> _____
> _____

20. **Costs.** In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the breaching party shall be responsible for any and all costs and expenses, including reasonable attorneys' fees, incurred on account of such breach.

21. **Enforcement Provisions.** The failure of the Town or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

23. **Severability.** 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.

24. **Set-Off.** In the event that Consultant shall owe an obligation of any type whatsoever to the Town at any time during the term hereof or after termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed by the Consultant against any compensation due the Consultant from the Town.

25. **Patents, Copyrights And Royalties.** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, copyright or license, the Consultant must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, copyright or license, and file the same with the Town. The Consultant will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the Town based on any allegation that the items provided by the Consultant infringe on a patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the Town's use of items by reason of infringement of any patent, copyright, license or trade secret, the Consultant will, at its expense, procure for the Town the right to continue using the items, replace or modify the same so that it becomes non-infringing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

MAYOR AND COMMON COUNCIL OF UNIVERSITY PARK

By:

_____

Lenford C. Carey, Mayor

WITNESS:

CONSULTANT

By:

_____

Name:

Title:

APPROVED AS TO LEGAL SUFFICIENCY:

_____

Suellen M. Ferguson
Town Attorney