



**KING GEORGE COUNTY, VIRGINIA**

**REQUEST FOR PROPOSAL**

**ISSUE DATE: April 8, 2016**

**RFP #05052016-1400**

**TITLE: DESIGN OF KGC WEBSITE AND IMPLEMENTATION OF A WEB CONTENT MANAGEMENT SYSTEM WITH HOSTING SERVICE**

Sealed Proposals will be received up until **2:00 PM on May 5, 2016** local prevailing time, as per the Official Purchasing Timeclock, for furnishing the services described herein. Late, facsimile and/or electronic proposals will **not** be accepted. All inquiries must be directed to:

**Jamie Carter – Procurement Manager**  
**Phone: (540) 775-8568 Fax: (540) 775-7692**  
**E-Mail: jcarter@co.kinggeorge.state.va.us**

**PROPOSALS MUST BE MARKED AS FOLLOWS ON THE OUTERMOST DELIVERY PACKAGING, AND DELIVERED TO:**

**King George County Procurement Manager**  
**10459 Courthouse Drive, Suite 201**  
**King George, VA 22485**  
**RFP #05052016-1400**

**Offeror's Name and Address must also be noted on the outside of the delivery container.**

King George County does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4310 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Manager as soon as possible.

**Name and Address of Firm/Individual Submitting Proposal:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_ **By:** \_\_\_\_\_

Signature In Ink (Preferably Blue Ink)

Print/Type

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Virginia State Corporation Commission No.**

**E-mail Address** \_\_\_\_\_

**How did you hear about this IFB? (Check all that apply) \_\_\_ Newspaper (Which One? \_\_\_\_\_), \_\_\_ eVA, \_\_\_ KG Web Site, \_\_\_ Other (Explain \_\_\_\_\_)**

**Questions:** All questions must be submitted in writing directly to the King George County Procurement Manager at the address referenced above. Questions will be accepted until 1:00 PM, April 19, 2016. Questions may be sent by fax or email.

**DO NOT RETURN ALL PAGES OF THIS RFP PACKAGE – SEE SECTION 2.8**

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**Scope of Work/Services – Attachment A**



This Request for Proposals (RFP) plus the resulting contract shall be consistent with and governed by the King George County Purchasing Ordinance and has been prepared in accordance with the Virginia Public Procurement Act.

This section of the RFP sets forth general information for all potential Offerors to assist in the preparation of proposals for the services identified in this RFP. The proposal submission requirements are addressed in Section 2 of this RFP. King George County's process for selecting the best proposal and developing a contract are summarized in Section 3. The requirements and processes set forth therein shall be binding on all Offerors.

### **1.1 PURPOSE OF THE REQUEST:**

King George County, Virginia, a political subdivision of the Commonwealth of Virginia and a body politic, (County), herein referred to as KGC, desires to engage the services of a qualified firm to provide the design and development of a new King George County website, a webpage content management system, hosting services available and migration of the current data from the existing website to the newly designed site, and further work as detailed in Attachment A.

This Request for Proposal (RFP) is part of a competitive procurement process that allows KGC to obtain the best value and also provides interested Offerors a fair opportunity for their services and capabilities to be duly considered. Price is not the only factor in determining an award.

KGC intends to enter into a contract with the selected Offeror using its standard Goods/Services Agreement.

The contents of the proposal submitted by the successful Offeror, this RFP and all modifications made thereof, will become part of any contract awarded as a result of this solicitation.

For ease of reference, each organization submitting a response to the Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Contractor".

### **1.2 COMPETITION INTENDED**

It is KGCS' intent that this Request for Proposal (RFP) permit competition. It shall be the Offeror's responsibility to advise the King George County Procurement Manager in writing if any language, requirement, scope of work, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to

a single source. Such notification shall be received by the Procurement Manager no later than 12:00 PM on April 13, 2016.

### **1.3 CONTRACT TERM:**

It is the intent of KGC, to award an initial contract for twelve (12) months upon a Notice To Proceed being issued by the KGC Procurement Manager. Upon mutual consent, KGC shall have the option to renew the contract for up to four (4) additional twelve-month periods contingent upon satisfaction with services provided, and availability of funds for the purpose.

Details for each renewal term may be negotiated. Amended fees, and program modifications shall be agreed upon in writing only, a minimum of sixty (60) days prior to the date set for contract renewal. A new/revised fee schedule, and/or program detail must be approved, in writing, by KGC before the new fees and contract renewal may be put into effect.

Contract will renew automatically unless a Notice of Intent to Terminate is issued by either party no less than 90 days prior to the expiration of the current term.

If the offeror has alternative contract terms, these must be noted in their proposal.

### **1.4 PRE-PROPOSAL MEETING/SITE VISIT:**

A pre-proposal meeting **will** be held on April 13, 2016. Pre-Proposal Meeting to begin at 10:00 AM in the King George County Board of Supervisors Meeting Room – 10459 Courthouse Dr., King George, VA 22485. **This meeting is NOT mandatory.**

The purpose of this meeting is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this proposal.

The selected Offeror (Contractor) will not be relieved from assuming all responsibility for properly estimating the difficulties and cost of performing the services required by, described in, this RFP because of the failure to become acquainted with all the information concerning the services to be performed.

### **1.5 QUALIFICATION REQUIREMENTS:**

Qualification requirements shall include, but not be limited to the following:

- A) Respondent must demonstrate past success with website migration, development and support, specifically, with a user/friendly Content Management System.
- B) Preferred for respondent to have 5-years of experience with custom modeling and supporting government websites through good communication of technical concepts for County IT staffers.
- C) Respondent must have in place, standard procedures for ensuring service availability (uptime), failure management (downtime) when data is unreachable, and disaster recovery capabilities and processes.
- D) Respondent must have experience in providing website hosting and maintenance services.

- E) Respondent must outline, for County IT staff, the training content/schedule involved with interfacing with the Content Management System.
- F) Respondent should provide pricing with common optional elements being line-itemed.
- G) Prefer for respondent to identify any of the third-party tools that are typically a part of the tools used for the website-building process, and include costs and any ongoing maintenance costs associated with said tools.

All individuals/firms submitting proposals must be authorized as required by law to transact business in the Commonwealth. The Offeror's Authorization to Transact Business in the Commonwealth number (SCC #) issued by the Commonwealth of Virginia State Corporation Commission shall be noted on Page 1 of this RFP and included with the proposal submission. Proposals submitted without proof of Authorization, or without a noted exemption from the Virginia State requirement will be rejected. All Authorization to Transact Business in the Commonwealth numbers and exemptions will be confirmed by the Procurement Manager prior to proposal distribution.

**1.6 SCOPE OF WORK/SERVICES:**

The Scope of Work/Services is attached to this RFP as Attachment "A".

**1.7 COST:**

A fixed, firm price, cost proposal shall be provided with the proposal. Cost proposal shall cover all work detailed in this RFP, and be a firm fixed price for the initial contract period. Price adjustments for each renewal term shall be negotiated no less than sixty (60) days prior to the start of any renewal period.

**1.8 QUESTIONS:**

Questions concerning general and/or technical details of the work, or this RFP, shall be submitted in writing (email, fax, USPS, or mail delivery service) to:

Jamie L. Carter - Procurement Manager  
King George County  
10459 Courthouse Dr., Suite 201  
King George, VA 22485  
(540) 775-1657  
(540) 775-7692 (fax)  
Email: [jcarter@co.kinggeorge.state.va.us](mailto:jcarter@co.kinggeorge.state.va.us)

**Potential Offerors are required to submit any and all questions in writing directly to the King George County Procurement Manager at the address referenced above no later than 1:00 PM, April 19, 2016. **Written responses, including the questions, will be provided to all Offerors via an official Addendum.** Questions may be sent by fax or email. Any questions received after this date, whether verbal or written, shall not be answered.**

**1.9 DECISION NOT TO RESPOND:**

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. KGC is very interested in learning whether issues with the solicitation process have discouraged responses, or whether there are other reasons.

Accordingly, if your firm elects not to submit a proposal, we ask that you return Page 1 of the RFP (by fax or USPS) with a statement as to why you are unable or unwilling to respond.

**1.10 AWARD OF AGREEMENT:**

KGC, in its sole opinion, reserves the right to reject any or all proposals, to waive informalities and to negotiate an Agreement with the selected Offeror. KGC reserves the right, in its sole opinion, to reject any proposal it believes would not be in its best interest.

**1.11 TERMINATION:**

Subject to the provisions below, the Contract may be terminated by KGC upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of KGC until said work, goods, or services are completed and accepted.

**A. Termination for Convenience:**

KGC may terminate the resulting Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

**B. Termination for Cause:**

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

**1) Termination Due to Unavailability of Funds in Succeeding Fiscal Years:**

If funds are not appropriated or otherwise made available to support continuation of the performance of the Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred under the Contract.

**1.12 CONTRACTUAL DISPUTES:**

The Contractor shall give written notice to the Procurement Manager of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Procurement Manager by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the vehicle. If the claim is not disposed of by agreement, the Procurement Manager shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of KGC's receipt of the claim.

The Procurement Manager's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his/her designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

**1.13 SEVERABILITY:**

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Contract (Agreement) but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

**1.14 EMERGENCY ORDER:**

In the event of an emergency KGC reserves the right to order the contracted services or supplies from other sources which could provided a faster delivery time.

**1.15 TAXES:**

This is not a tax exempt project. The CONTRACTOR, and all Sub-Contractors shall comply with applicable tax laws and regulations. The price or prices bid here shall include all federal and state, direct and indirect taxes which apply. OR: King George County is exempt from excise taxation by virtue of exemption certificate No. 54-0716449. The Purchasing Agent will complete such documents as may be necessary for the CONTRACTOR to comply with applicable tax laws and regulations. The price or prices quoted here shall include all other federal and state, direct and indirect taxes which apply. This is not a tax exempt project. The CONTRACTOR, and all Sub-Contractors are comply with applicable tax laws and regulations.

**1.16 COOPERATIVE PROCUREMENT:**

Under the authority of the Code of Virginia 2.2-4304, Cooperative Procurement, it is the intent of this solicitation and resulting contract to allow for cooperative purchasing by any public body (to include agencies within King George County, government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University agency may access any resulting contract if authorized by the Contractor. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract will be extended to the entities to purchase goods and services in accordance with their entities contract terms. As

a separate contractual relationship, the participating entity will place its own orders directly with the contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from King George County. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor. The Contractor will notify King George County in writing of any such entities accessing this Contract. King George County or its affiliates shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that King George County is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

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## SECTION 2 PROPOSAL REQUIREMENTS

In order to be considered for selection, Offerors must submit a complete response to the RFP. All information requested, and the requirements of this RFP must be supplied in writing in order for KGC to consider the proposal complete. **One (1) original and five (5) copies of each proposal must be submitted to the Owner.** The Offeror shall make no other distribution of the proposal.

### 2.1 EFFECT OF PROPOSAL SUBMISSION:

Submission of a proposal shall constitute an agreement to include the provisions contained in this RFP and/or in the Offeror's proposal in any agreement negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal labeled "Clarifications and Exceptions".

**By submitting a proposal, the Offeror agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands its obligation, and that it will not make any claim for, or have to right to, cancellation of or relief from the contract because of any misunderstanding or lack of information.**

KGC shall not be responsible for any expense incurred by the firm in preparing and submitting a proposal or expenses incurred related to subsequent inquiries or interviews for evaluation or contract negotiations. All proposals/materials submitted shall become the property of KGC

### 2.2 DUE DATE AND COPIES RETURNED:

**Proposals will be received until 2:00 PM** local prevailing time, as per the Official Purchasing Timeclock, **on May 5, 2016** Proposals must be received by the Finance Department/Purchasing Office prior to, or by the date/time noted above. KGC will not accept proposals after that date and time. Proposals received in the Finance Department/Purchasing Office after the date and time prescribed will not be considered for evaluation and will be returned, unopened, to the Offeror.

It shall be the Offeror's responsibility to ensure his/her proposal has been received by the Finance Department/Purchasing Office on or before the deadline published above. KGC is not responsible for delays in the Postal service or other methods of delivery.

Offerors shall submit one (1) original and **five (5) copies** of their technical proposals with one marked "Original". Each copy of the proposal shall be bound or contained in a single volume where practical.

Offerors shall deliver sealed proposals to:

King George County  
Attn: Procurement Manager  
10459 Courthouse Dr, Suite 201  
King George, VA 22485

No other proposal distributions by the Offeror shall be permitted.

**2.2.1 FACILITY CLOSURE:**

Due to inclement weather, or other emergency conditions, KGC may temporarily close its Administration facility. If bids are due on a day that the KGC Administration facility is closed, bids will be considered due at the same time on the next business day the facility is open to the public. During inclement weather, KGC facility closures are posted on the Web at <http://Fredericksburg.com>, or call (540) 775-9181.

**2.3 CONFLICTS OF INTEREST:**

This solicitation is subject to the provisions of Section 2.2-3100 et seq., of the *Code of Virginia*, "the Virginia State and Local Government Conflicts of Interest Act". No member of the King George County Board of Supervisors, King George County Economic Development Authority, King George County Service Authority, or any employee of King George County, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a sub-contractor in connection with any bid or proposal, or have a personal interest therein, as defined by *Code of Virginia*.

**2.4 COLLUSION:**

All submitted proposals shall be made without collusion or fraud. This includes a prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements. Collusive bidding is a violation of Federal Law and can result in fines, prison sentences, and civil damage awards.

**2.5 OWNERSHIP:**

KGC requires all Offerors submitting proposals to indicate their form of organization and current principal place of business.

**2.6 CONFIDENTIALITY:**

Proprietary information that is submitted must be clearly identified as such at the time of submission (*The Virginia Freedom of Information Act –FOIA- § 2.2-3700 et. seq. of the Code of Virginia.*) Offerors must invoke this protection by written request, and identify the specific area or scope of data or other materials to be protected and state the reasons why protection is needed. Proprietary

information, if any, shall be clearly identified as such within the submittal and should be easily segregated from other portions of the proposal; pricing and other material portions of the proposal will not be considered proprietary. The entire proposal cannot be protected, only that information that is considered proprietary or trade secrets.

**2.7 STATEMENT OF QUALIFICATIONS SUBMITTAL CONTENTS:**

Offerors shall submit one (1) original and five (5) copies of their Proposal (Statements of Interest and Qualifications, and price proposal) with one marked "Original". Proposals should be as thorough and detailed as possible so that KGC may properly evaluate the Offeror's capabilities to provide the required services. Proposals shall be submitted on 8-1/2" x 11" paper, and prepared simply and concisely. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. Each Offeror's proposal **shall be** organized in the sequence outlined in Section 2.8 of this RFP. Proposals should be kept to a maximum of 40-50 pages (front and back).

All proposals shall be signed by an officer or employee authorized to bind the firm contractually.

Page 1 of this RFP must be completed and submitted with your proposal.

**2.8 PROPOSAL FORMAT INSTRUCTIONS:**

KGC is not responsible for failure to locate, consider and evaluate qualification factors presented outside of the format identified below. Proposals that do not meet the KGC proposal submittal guidelines listed below may be excluded from the evaluation process.

KGC will utilize the evaluation process and selection criteria described in Section 3 of this RFP. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections:

**A. Page 1 of this RFP:**

Page 1 of this RFP must be completed and included with the proposal.

**B. Cover Letter:**

The cover letter shall confirm the Offeror's understanding of this RFP, and has a general understanding of the work. The cover letter shall also clearly identify the work the submission is for.

**C. Offeror Information, Personnel, and References:**

Provide detailed information and qualification information regarding personnel to be assigned to this agreement including resumes and required certifications.

List all software tools and diagnostic equipment that the firm possesses to service the existing direct digital control and automation systems.

Provide an organizational chart for the firm including the personnel to be assigned the KGC account.

**D. Offeror's Experience and Capabilities:**

The purpose of this section is to provide KGC with an overview of the Offeror's firm and also demonstrate the qualifications of the staff to be assigned to this work if selected. At a minimum, the proposal shall discuss the history of the firm's prior experience providing similar services, discuss any work currently being performed that is similar in scope and size to the services requested by this RFP, and the optional services and capabilities declared above.

**E. Project and Management Approach:**

Provide a detailed description of how the firm intends to provide and meet the requirements contained in this RFP.

The Offeror shall also demonstrate how the necessary resources will be allocated and managed to complete the work within the agreed upon schedule. The Offeror may also discuss potential alternatives applicable to the work.

**F. Certification:**

Provide copies of licenses and certifications of the firm.

Provide documentation of licenses and certifications as may be required during the completion of the requirements contained in this RFP.

**G. Representative Projects:**

The Offeror's proposal shall list and describe any previously completed work that was similar in size and scope, and representative of, the work identified in this RFP.

**H. Subcontractors:**

The Offeror shall clearly state if it is proposing to subcontract any of the work herein. The names of the subcontractors are to be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the subcontractor's performance. The Offeror shall state the amount of previous work experience with the subcontractor(s).

I. **Cost Proposal:**

Provide a firm fixed price for the initial contract period and any renewal pricing that will provide the entire services and work detailed in the RFP.

J. **References:**

Provide the current name, address, and telephone number of a minimum of three (3) references the Offeror has served in a similar capacity either currently or in the past three (3) years that are similar in size and scope to the requirements of this RFP. Indicate the Scope of Services provided to each reference.

- K. Each Offeror shall submit proof Authority to Conduct Business in the Commonwealth (SCC Identification Number). All SCC Identification numbers will be verified by the Procurement Manager prior to proposal acceptance and consideration for award.

L. **W-9 Form:**

Each Offeror shall submit a completed W-9 form with their proposal in the event of contract award. This information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

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### SECTION 3 SELECTION OF CONTRACTOR

This section of the RFP outlines KGC's process for selecting the best proposal plus the major elements of the subsequent contract resulting from this selection.

#### **3.1 APPROVING AUTHORITY:**

The approving authority for this RFP is King George County, Virginia.

#### **3.2 SELECTION COMMITTEE:**

KGC will appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of an Offeror to the King George County Board of Supervisors.

#### **3.3 INTERVIEW:**

Based on the results of proposal evaluation by the Selection Committee, the highest rated Offerors may be invited by the KGC Procurement Manager to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the Offeror. There is no specified number of Offerors that may be selected for interview.

Interviews will be conducted in a location selected by KGC as provided by law.

Presentations by the selected Offerors during the interviews shall not exceed thirty (30) minutes in length, followed by a question/answer period not to exceed thirty (30) minutes in length. The selected Offerors may use any presentation method deemed by the Offeror to be most effective.

#### **3.4 BASIS FOR AWARD:**

The Selection Committee will base its award recommendation on the "Evaluation Criteria" set forth in this RFP.

The Award will be made to the responsible Offeror whose proposal, interview and resulting contract conforms to this solicitation and is most advantageous to KGC, price and other factors considered. If KGC is unable to come to agreement with the highest ranked Offeror during negotiations, the negotiations will be terminated and the Offeror ranked second shall be selected for negotiations. This process will be followed until a contract satisfactory to KGC can be made.

Should KGC determine in writing, and in its sole discretion, that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others

under consideration, a contract may be negotiated and awarded to that Offeror.

### 3.5 **EVALUATION CRITERIA:**

The Selection Committee will base its initial and final evaluation on the following criteria:

<b><u>Maximum Points</u></b>	<b><u>Evaluation Criteria</u></b>
15	Offeror's written technical plan and approach towards providing the requested service as stipulated in this RFP
10	Offeror's Content Management System and ability to provide service records to support the requirements of this RFP
15	Offeror's relevant experience, qualifications, and track record in providing the goods and services outlined in this RFP
10	Offeror's references from other customers with requirements similar to those of the King George County (including servicing of automation systems as installed in the county).
10	Offeror's site knowledge of the facilities to be covered under this service contract and experience working with the King George County Personnel.
35	Offeror's financial proposal and relevant terms including discounts, service charges, hourly rates, and overall cost
<u>05</u>	The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided.
100	

Proposals should be submitted initially on the most complete and favorable terms from a technical standpoint. Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit additional clarification and/or supplementary information, in a timely manner, when so requested. KGC reserves the right to request submission of additional information from selected firms after initial review of their proposals.

The KGC Procurement Manager may arrange for discussion with Offerors submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work. The Selection Committee and/or its representative(s) reserve the right to inspect the Offeror's physical premise prior to making a final selection.

After review and evaluation, and based on its sole discretion, KGC reserves the right to reject any or all proposals received in response to this request and will not compensate Offerors for the cost of proposal preparation whether or not an award is consummated.

### **3.6 OWNERSHIP OF DOCUMENTS:**

The Offeror shall provide KGC with documents bound and suitable for distribution. In addition, all electronic copies of documents shall be provided in a format compatible with KGC's word processing and AutoCAD hardware and software.

All documents, including computer disks, submitted in response to this solicitation shall become the property of KGC. All documents, including computer disks, prepared in conjunction with, and relating to, the work detailed in this solicitation and resulting contract shall become the property of KGC upon final payment of all fees to the Contractor as forth for in the contract.

### **3.7 PRIME CONTRACTOR:**

The successful Offeror (Contractor) shall assume full responsibility for the complete effort as required by this RFP. The selected Offeror shall be the sole point of contact for KGC with regard to all contractual responsibilities.

### **3.8 CONTRACT DEVELOPMENT:**

Once an Offeror is tentatively selected based on the "Evaluation Criteria" detailed in this solicitation, KGC reserves the right to conduct further discussions/negotiations with the selected Offeror. As a result of this discussion and negotiation, KGC may propose, in writing, a contract that amends the scope of the RFP or the Offeror's proposal prior to signing the contract. At the same time, this RFP and the Offeror's proposal may be incorporated by reference directly into the final contract.

The contract, this RFP, any addenda, and the Offeror's proposal submission in response thereto shall constitute the whole agreement between the parties.

If a satisfactory proposed contract cannot be negotiated with the highest ranked Offeror, negotiations will be terminated. Negotiations shall then be undertaken with the Offeror rated second most qualified and so on until an agreement is reached with an Offeror.



### **3.9 STANDARD CONTRACT FOR GOODS/SERVICES:**

Absent legal requirements, the award will be governed by King George County's "Standard Goods and Services Agreement" for this work.

Specific obligations of each party will be identified in the executed contract

### **3.10 NOTICE TO PROCEED/PURCHASE ORDER:**

A Notice to Proceed will be enclosed with the resulting contract.

A purchase order may or may not be enclosed with the resulting contract or may or may not be issued shortly thereafter. If issued the purchase order will form an integral part of the resulting contract. The purchase order indicates that sufficient funds are obligated and assures distribution of the necessary receiving reports and/or invoice payment approvals.

However, the purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the Contract and any modification thereto.

### **3.11 ACCEPTANCE, INVOICING, AND PAYMENT:**

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the product or service is approved as acceptable by KGC.

The Contractor shall submit invoices detailing the services performed and completed to KGC. The invoice submittal shall provide sufficient information to justify the invoiced amount. Invoices that, in KGC's sole opinion, do not clearly detail services provided and completed shall be returned to the Contractor.

The Contractor's invoice shall cite the appropriate KGC purchase order and contract numbers.

KGC will make payment to the Contractor, net forty-five (45) days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services as verified by KGC.

### **3.12 INSURANCE:**

The successful Offeror shall comply with the insurance requirements set forth in the following numbered paragraphs and those required under the Commonwealth of Virginia statutory requirements. The Offeror's proposal shall clearly describe any desired exceptions to the insurance coverage required.

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with contracted work.
- B. The Contractor shall provide certified copies of all insurance coverage on behalf of the Contract five (5) days prior to work beginning. These certified copies will be sent to the KGC Procurement Manager from the Contractor's insurance agent or representative. Certificates of Insurance submitted to KGC shall have the corresponding Contract/Agreement number noted on them.
- C. The Contractor shall, during the continuance of all work under the contract, provide and agree to maintain the following:
  - 1) Worker's Compensation and Employees insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force with the Commonwealth of Virginia, or which may be hereinafter enacted.
  - 2) General Liability insurance sufficient to protect the Contractor, its subcontractors, and the interest of KGC, against any or all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work. Professional liability insurance in the amount of \$1,000,000.00 is also required.
  - 3) Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor and/or his/her subcontractors in the performance of the work. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability Policy, or a Commercial General Liability policy.
  - 4) Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County Procurement Manager before a contract is executed and any work is started.

- D. The Contractor will secure and maintain all insurance policies of its subcontractors. Those policies shall be made available to KGC on request.
- E. No change, cancellation, or non-renewal shall be made to any insurance coverage without a thirty (30) day written notice to KGC Procurement Manager. The Contractor shall furnish the KGC Procurement Manager a new prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to KGC Procurement Manager.
- F. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, KGC shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to KGC for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
- G. Compliance by the Contractor and all subcontractors with the foregoing requirements shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of this contract.
- H. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude KGC from supervising and/or inspecting the work as the end result. The Contractor shall assume all on-the-job responsibilities for the control of persons directly employed by it, the subcontractors, any person employed by the subcontractor.
- I. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and KGC. The Contractor shall be as fully responsible to KGC for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.
- J. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- K. The Contractor, and all subcontractors, are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

- L. King George County shall be named additional insured in the General Liability policies and stated so on the Certificate of Insurance.

**3.13 NONDISCRIMINATION (CONTRACTOR):**

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant or employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.
- E. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
- F. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.

**3.14 CERTIFICATION OF AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH**

A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

If your authority to transact business is revoked or cancelled at any time during the term of this contract the County may void any and all agreements and/or contracts at any time without notice, set-off or recourse.

I certify that \_\_\_\_\_ is authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code:

Yes/No \_\_\_\_\_

CONTRACTOR'S identification number issued by the SCC: \_\_\_\_\_

If you assert that your entity is not required to have such state authorization, state your exception/exemption: \_\_\_\_\_

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

King George County is seeking proposals from qualified individuals and firms interested in providing website design and development services to migrate from the existing website and create a new website. The new website will be user-friendly, professional and innovative and work well with all major browsers. Included in the design, will be a Content Management System (CMS) that will allow County Staff to easily manage the site. The final design will provide the following services:

- Develop a new site with a user-friendly CMS system
- Migrate the existing website data from [www.king-george.va.us](http://www.king-george.va.us)
- Provide a modern website design delivering functionality and usability with easy navigation
- Conduct usability testing with County test-groups (internal-staff and external-public)
- Provide recommendations for further enhancements to the site to aide in its functionality
- Propose an ongoing approach to keep the new site on the cutting-edge of government sites for the foreseeable future

The County website serves as the public face of King George and should make interactions with the public easy, efficient and informative. The site serves multiple audiences – citizens, businesses, neighbors and visitors. Each of these groups may interact with the site in different ways:

#### Citizens

- The 'go-to' place to find answers to questions, meeting schedules, events, services, news, office closures and tax/bill payments
- Access to open jobs listings that exist in the County and the ability to access an Application Template, to apply for open job
- Observe government transparency with County financial information and meeting agendas
- Find County Office Department address/phone directory

#### Business

- Access to information on potential RFP's and IFB's with the County's Purchasing Solicitations, information on starting a business, County information and regulations, online permitting and fees

- Resources for businesses geared towards retrieving online payments of tax payments
- Information for interested businesses conducting business with the County

#### Community

- Provide a comprehensive public profile for the County
- A platform for participation with County Boards and Commissions through town halls, forums, special meetings and surveys

#### Visitors

- An engaging and enticing view of the County community
- Learn about the historical sites of the County
- A central repository of events and fun attractions

#### Employees

- A tool to assist in providing current and accurate information
- Eliminate redundant requests for information

#### Current Website History

The County's current website ([www.king-george.va.us](http://www.king-george.va.us)) was developed in 2007. The core functionality and design was developed by Convoy (formerly Category4). The site runs on Joomla and is hosted by Convoy in Charlottesville, VA.

The current site is dated and is difficult for the public users to navigate. Internal users (IT staff) find the site is difficult, at times, to edit and add certain types of web content. The County departments do not edit their own pages/information, thus content has stagnated and over the years some departments have created/purchased outside non-integrated sites to support their departmental functions (Fire & Rescue and Parks and Recreation). Additional short-falls with the current site include no integration with social media requiring posting items on the Front Page of the site, but possibly moving existing Front Page information down the page in list form. Only one posting can be displayed, prominently, as the most important and interesting information.

The County's IT staff has minimal Joomla development experience, limiting the ability to make hard-core changes, relying on the Convoy staff to make them. At this point, the Joomla application is too old to make any significant changes in the 'look' of the site.

#### New Website Objectives

The County would like to create a contemporary, user-friendly, world-class website that provides a single, consolidated web presence and increases the satisfaction of the customer. The site should serve as a one-stop shop for our audiences and embrace:

- Responsive design for display for adapting to a wide range of browsers and mobile devices
- Ease of use for County staff to maintain and site visitors to use
- Flexibility for presenting information
- Improved interaction with citizens and the community
- Provide current, accurate and authoritative information to the public
- A transparent, participatory and collaborative government experience

### New Website Functionality Requirements

In order to meet these objectives, the County desires the following functionality in the new website:

#### User Navigation

- Responsive design to provide an optimal viewing and interaction experience across a wide range of viewing devices or host platforms
- Navigation should be focused on offering an intuitive, simple and straightforward experience
- Easy to use full-site searching ability
- Aid in making the site accessible to all users
- A self-help or FAQ that the old site had, that is based on common questions submitted via blog or forums

#### Open government

- Functionality to help KG County provide transparency, promote accountability and provide information for citizens about what the government is doing
- Downloadable data repository to facilitate the sharing of information of Boards/Commissions agendas, minutes and recorded meetings

#### Website Portal Security

- Best practices should be adhered to in the migration, design and development of the site
- Data and input validation should defend against common error issues with posted information



#### Social Media inclusion

- Integration with social media with the ability to share information between the site and popular social media applications
- Social media portal mixed with a departmental/Board social media presence
- Integrate the content from social media into corresponding pages on the website

#### Citizen services

- Gain citizen engagement to get visitors engaged with the County for providing input or requesting services through a virtual 'town hall' effect
- Multilingual and translation-type application options

#### User-friendly services

- Customer request services
- Automatic Job Application submittal sent to the HR Manager's eMail box/repository, to save the public from mailing/delivering forms
- Future 311 (Citizen alert) capabilities
- Online County Department services directory

#### Internal User functionality

The new site should allow non-technical content contributors the following abilities:

- An easy way to add, edit and move content directly on an assigned webpage if given the rights
- A rich text editor with real-time spell checker
- Quick and easy access to add and update calendar listings
- Content publishers should be able to add and update menu items if they are assigned the appropriate permission level
- Incorporate delayed posting and automatic expiration abilities
- All published content on the website shall be automatically archived and retrievable at any time, without having to rely/refer to backups of the data

The new system should also include the following features for use by the advanced administrative users (IT staff):

- Granular security controls to grant content editors access to selected/department pages
- Administrators (IT staff) should have the ability to add, edit, update and move menu items, affecting the overall site structure and organization, as needed
- Reports detailing broken links on the website, including the referenced page location, so the link can be corrected
- An audit report detailing all changes and activity taking place on the website by content contributors and administrators
- Front page feature area control on website pages, including the ability to add featured areas and assign content to those areas
- Administration of on-site banners and graphics, with the ability to add new banners and on-site graphical elements and assign those elements to specified areas of the site (incorporation of new, panoramic pictures of KG County attractions)
- Access to site search statistics, including the ability to filter searched terms by date and time, search terms should have the ability to be exported
- The ability to manage administrative access to the site through a user-permission system that defines rights and workflows for general and modular applications that are included as a part the new CMS

Overall, the new website should provide the following abilities:

- A streamlined and focused design utilizing KG County's color scheme, with the newest KG logo/graphics
- Utilize Google Analytics
- Popular or trending items get populated on the front page
- Sub-branding for sub-site, such as EDA, FRES, Parks & Recreation
- A similar document repository designed for Board/Commission agendas, minutes and other historical documents, with built-in filtering abilities, search capabilities specific to the application and a reverse-chronological display (as the present page has)
- Subscription functionality that allows site visitors to subscribe to one or more on-site topics and receive updates through an eMail

- Ability for site visitors to subscribe to updates from individual job openings through HTML eMail, plain-text eMail or SMS text messages
- An integrated blog module with options for multiple blog categories and user's comments
- An easily searchable business and resource directory with the ability to display basic resource information, photos and links to additional material, which includes integrations with GIS mapping data search engine (as the present page has)
- An event calendar application that allows an unlimited number of calendar categories or types, with an unlimited number of items allowed to be added to each individual category (as the present page has)
  - Calendar events shall be able to be setup as single events or recurring events, with options for daily, weekly, monthly or annual recurrences (as the present page has)
  - Calendar events with associated addresses shall be automatically mapped to at least on web-based mapping site
  - Calendar events shall provide space for full descriptions including the ability to post images, tables and videos, within the description
  - The site visitor should be able to view the calendars by a list of events in a week's, month's or year's view
  - Calendars should be able to filter by category, start date and end date, with the ability to search for keywords
  - Ability for site visitors to subscribe to updates from individual calendar categories through HTML eMail, plain-text eMail, SMS text messages, and view calendar updates through popular social-networking applications
  - Easily visible and changeable emergency alert notifications that link to critical on-site information (incorporate with FRES KG Alert system).
  - A Frequently Asked Questions (FAQ) application that allows an unlimited number of FAQ categories or types to be added to the site, with an unlimited number of items allowed to be added to each individual category
  - A news and announcements application that allows an unlimited number of news categories or types to be added

to the site, with an unlimited number of items allowed to be added to each individual category (as the present page has)

- Ability to feature news and announcements on individual pages and in multiple structural areas of the site
- News items can easily be associated with images
- Ability for site visitors to subscribe to updates from individual news categories through HTML eMail, plain-text eMail, SMS text messages and view news updates through popular social-networking applications
- Ability to create professional HTML newsletters through the subscription service and deliver to an unlimited number of subscribers
  - Subscription ability tied to multiple other pieces of the CMS including calendars and news applications
  - A double opt-in security system that prompts subscribers to confirm subscriptions and reduces the number of non-functioning eMail addresses in the system
  - Ability to select delivery via plain-text or HTML eMails
  - Ability to select delivery through SMS text messages
- A central photo and image repository for the posting and display of images and allow the creation of an unlimited number of categories within the 'gallery' (as the present page has)
  - Ability to upload multiple photos to quickly create and publish entire photo albums to the website
  - Each album shall feature multiple views, including full album views, individual image views and an integrated slideshow function
  - Ability to feature one or more photos on the primary photo gallery portion of the website
  - Ability to make images in a single album or throughout the entire gallery copyright protected and unable to be right-clicked for downloading or copying purposes
  - Ability to assign images to the County Department webpages on the site

- Ability to use Google Maps to pinpoint, for users, exact location of County buildings
- An application designed to display links to other pages within the website or external pages on other websites, with the ability to feature these links on individual pages and in multiple structural areas of the site (as the present page allows)

#### New Website Wish List

In addition to the requirements, KG County is interesting in exploring the abilities and enhancements with the new site.

- Improved e-Services Interface. KG County uses the Bright Financial system, with PayPal as the credit card processing for personal property and real estate taxes and utilities payments.

The interface is confusing for the public, as they have noted their displeasure with dealing with the 'check-out' portion of the website. The Treasurer's Office is looking at more ways to provide payment services, such as partnering with another credit/receipt vendor via taking payments from a Smart Phone, Tablet, SMS Text message, in the short-term future.

- Opinion polls. The ability to create opinion polls and surveys, with the ability to analyze the data and present the results to the public
- Social Media integration. The ability to seamlessly integrate with the most common social media platform, allowing content editors to post multiple social media applications from the same editing portal. The ability to have content posted on social media sites to be presented on the new site.
- Video repository. A central video repository for the posting and displaying of video (Board/Commission meetings) within the video media access center:
  - Ability to organize a categorical list of unlimited videos
  - Ability to upload multiple videos to quickly create and publish entire video channels to the website
  - Ability to feature videos on the primary media center portion of the website
  - Ability to broadcast live video through a connection between the CMS' media functionality and a variety of video capture devices

Citizen's Suggestion Box. A citizen suggestion box tool that allow users to log issues or requests with the County and interact to resolve requests:

- Unlimited request categories and unlimited request forms
- A method by which County department staff can view and respond to user requests
- Ability to add comments, files and images to an individual request
- Ability to create work orders for departments, through associated requests
- Ability to group like-minded requests for uniform and singular responses, but for possible multiple users
- Ability to manage the requests for closure or re-opening
- Alerts to make sure important requests are escalated to the particular County department through a request time schedule
- Ability to export the request data, through a filter of assigned department, request status and date
- Statistical analysis of the data request, by application, category, request type and assigned department

#### Reference Sites of Interest

There are several website designs and styles, various aspects of which KG County would like to emulate, such as:

- [co.caroline.va.us](http://co.caroline.va.us) – Well-organized and easy to navigate the government site and 'popular links' (most viewed) are on page
- [ci.cumberland.md.us](http://ci.cumberland.md.us) – Wide view with page-wide searching, right in plain view
- [orangecountyva.gov](http://orangecountyva.gov) – 'Citizen service center' is front and center for County residents, current weather window for travelers
- [yeskinggeorge.com](http://yeskinggeorge.com) – contains the newest logo script for KG County, which is optimal for inclusion on the new site