

## **Solicitation 18-64**

### **Redesign of the Addison Website**

#### **Bid Designation: Public**



**Town of Addison**

## Bid 18-64 Redesign of the Addison Website

Bid Number	18-64
Bid Title	Redesign of the Addison Website
Bid Start Date	Jan 12, 2018 9:54:41 AM CST
Bid End Date	Feb 20, 2018 2:00:00 PM CST
Question & Answer End Date	Feb 13, 2018 12:00:00 PM CST
Bid Contact	Wil Newcomer Purchasing Manager
Bid Contact	Michele Womack Accounting Specialist Finance

**Description**

\*NO EMAIL OR FAX SUBMITTALS ACCEPTED.

## **Request For Proposal**

Redesign of the Town's Website

# A Request for Proposal

## A Partnership to Redesign the Town's Website

**Date Issued:** **Friday, January 12, 2018**

**Date Due:** **Tuesday, February 20, 2018**



# Request for Proposal

## Redesign of the Addison’s Website

---

- 1. OVERVIEW ..... 4**
  - 1.1. THE TOWN OF ADDISON .....4
  - 1.2. EVENTS & DATES .....4
  - 1.3. CONTACT INFORMATION .....5
- 2. DEFINITIONS ..... 5**
- 3. WORK DEFINITION ..... 5**
  - 3.1. PRODUCTION SUPPORT .....5
  - 3.2. EXISTING WEBSITES AND CONTENT MANAGEMENT SYSTEM .....5
  - 3.3. SPECIFICATIONS .....5
- 4. PROPOSAL FORMAT ..... 11**
  - 4.1. EXECUTIVE SUMMARY .....12
  - 4.2. VENDOR PROFILE .....12
  - 4.3. VENDOR QUALIFICATIONS .....12
  - 4.4. THE SOLUTION .....13
    - 4.4.1. THE PROJECT APPROACH .....13
    - 4.4.2. THE TECHNOLOGY COMPONENTS .....13
  - 4.5. SOLUTION COSTING .....13
  - 4.6. OTHER VENDOR INFORMATION .....14
- 5. TERMS AND CONDITIONS ..... 14**
  - 5.1. BASIS FOR PROPOSAL .....14
  - 5.2. VENDOR TERMS AND CONDITIONS .....14
  - 5.3. DISCLOSURE OF PROPOSAL CONTENTS .....14
  - 5.4. LATE PROPOSALS .....15
  - 5.5. SIGNING OF PROPOSALS .....15
  - 5.6. COST OF PROPOSAL .....15
  - 5.7. CONFLICT OF INTEREST, NON COLLUSION AND ANTI LOBBYING .....15
  - 5.8. OWNERSHIP OF PROPOSALS .....15
  - 5.9. DISQUALIFICATION OR REJECTION OF PROPOSALS .....15
  - 5.10. RIGHT TO WAIVE IRREGULARITIES .....16
  - 5.11. WITHDRAWAL OF PROPOSALS .....16
  - 5.12. AMENDING OF PROPOSALS .....16
  - 5.13. PROPOSAL OFFER FIRM .....17
  - 5.14. EXCEPTIONS TO RFP SPECIFICATIONS .....17
  - 5.15. CONSIDERATION OF PROPOSALS .....17
  - 5.16. TERMINATION .....18
  - 5.17. GOVERNING LAW .....18
  - 5.18. NO OBLIGATION .....18
  - 5.19. AWARD OF CONTRACT .....18

---



# Request for Proposal

## Redesign of the Addison's Website

---

5.20. EXECUTION OF CONTRACT .....	18
5.21. PROPOSAL EVALUATION PROCESS .....	19
<b>APPENDIX A .....</b>	<b>21</b>





# Request for Proposal

## Redesign of the Addison's Website

---

### 1. OVERVIEW

The Town of Addison (the Town) is seeking to redesign its current website. The Town aims to bring satisfaction to the community by providing improved citizen-centric information and customer service to its community while meeting high standards for user-friendly design, visual appeal, cyber security, user scalability, and ADA compliance. The Town emphasizes a decentralized approach by empowering staffs to easily create and manage website content for their respective departments using an intuitive content management system.

The Town seeks an experienced company (the Vendor), who can accomplish all the requirements identified within this RFP. The Vendor should also have the capability to integrate additional features and functionalities that may be identified in the future. The Vendor should have a team of experts who can provide on-going maintenance and 24/7/365 technical support.

#### 1.1. THE TOWN OF ADDISON

The Town is located in the North Dallas area along the Dallas North Tollway which has been referred to as the “golden corridor” of the Dallas Metroplex. Aside from the Town, the area encompasses the Dallas suburbs of Carrollton, Farmers Branch, and Plano. The area, which developed rapidly during the late 1970s and early 1980s, is home to affluent residential neighborhoods, over 10 million square feet of office space, 180 restaurants and 23 hotels. The area commands a central location in reference to downtown Dallas, DFW Airport, and the Plano corporate campus area.

#### 1.2. EVENTS & DATES

The following sequences of events and tentative schedule dates have been established.

**Request for Proposal Distributed – Friday, January 12, 2018**

Copies of this proposal can be obtained through the following media.

**Hardcopy/Electronic:** Wil Newcomer  
Purchasing Manager  
Addison Finance Building  
5350 Belt Line Rd  
Addison, TX 75240  
Phone: 972-450-7091

**Last Day for RFP Inquiries – Tuesday, February 13, 2018 before noon.**

**Vendor Sealed Proposals due – Tuesday, February 20, 2018 at 2:00 p.m.**

Proposals shall be enclosed in a sealed envelope, and no late proposals will be accepted.

Vendor must clearly mark on outside of proposal envelope/package the following.

Company name, address, and bid name:



# Request for Proposal

## Redesign of the Addison's Website

---

### RFP FY2018 Redesign of the Addison's Website

**Submit to:** Office of the Purchasing Manager  
Addison Finance Building  
5350 Belt Line Rd  
Addison, Texas 75240

#### 1.3. CONTACT INFORMATION

Please direct all questions to BidSync at <https://www.bidsync.com>.

#### 2. DEFINITIONS

The Town – Same as Town of Addison or Addison.

The Vendor – The successful Offeror of this request.

The User – A public user of the Town's website.

Town's Staff – An internal employee at the Town of Addison who is either an administrator or department staff.

#### 3. WORK DEFINITION

##### 3.1. PRODUCTION SUPPORT

The solution must contain sufficient vendor resources **to design and implement a total, turn-key solution.**

##### 3.2. EXISTING WEBSITES AND CONTENT MANAGEMENT SYSTEM

Content Management System (CMS) – Nerve Center 3.0 Powered by OrgCentral for [www.addisontexas.net](http://www.addisontexas.net)

WordPress for [www.blog-addisontx.info](http://www.blog-addisontx.info)

##### 3.3. SPECIFICATIONS

###### 1. Design and Layout

**1.1. Three-Click Navigation Rule** – Navigation to important pages must be three clicks or fewer. It is the Vendor's responsibility to layout the contents of the pages on the website.



# Request for Proposal

## Redesign of the Addison's Website

---

- 1.2. General Look-and-Feel and Resident Engagement** – The Town requests for three (3) designs for look-and-feel so its staff and citizens can evaluate and vote for the best option. The Vendor must provide an evaluation process to include input from the citizens into the design, allowing them to voice their opinion. Evaluation method should include, but is not limited to, resident surveys and voting system(s), to clearly gauge citizens' input.
  - 1.3. Fonts and Logos** – The design must incorporate the Town's logo, Tungsten Font, and tagline.
  - 1.4. ADA Compliance** – The new design must meet all current ADA standards. The Vendor must be able to provide on-going support for maintaining ADA compliance on a quarterly basis.
  - 1.5. Universal Platform** – The Town of Addison requires the website to be platform agnostic in all aspects, including but not limited to, design layout, content management, and user-friendly mobile experience. All major browsers for both desktop and mobile must be supported.
  - 1.6. Multi-lingual Support** – The Town requests the site to have supports for multiple languages, including primarily English and Spanish. There may be a need to support more languages in the future, and the Town requests a simple one-solution-fits-all.
- 2. Content Management System (CMS)** – The website must be intuitive, user-friendly, and simple for non-technical users to operate features, including but not limited to, videos, images and document uploading, font formatting, indentation, bullet items, page layouts, column, and regular and social media links. Advanced mode for HTML editing needs to be available for emergency fixes by technical users. The CMS must work seamlessly for the main website and the microsities.
- 2.1. Public**
- 2.1.1. Main website ([www.addisontexas.net](http://www.addisontexas.net))** – The CMS is the main data input portal for Town's staff to add, modify, and website content.
  - 2.1.2. Microsites** – In addition to the main website, the Town hosts many specialized microsities for some public-facing departments. These microsities include information relevant only for the departments. CMS must allow the creation of new microsities and modification of existing microsities, and have an archive option for unused microsities. The Town currently manages the following microsities:
    - **Police Careers** - [https://addisontexas.net/index.php?section=addison\\_police\\_careers](https://addisontexas.net/index.php?section=addison_police_careers)
    - **Visit Addison** - [https://addisontexas.net/index.php?section=visit\\_addison](https://addisontexas.net/index.php?section=visit_addison)
    - **Addison Conference & Theatre Centre** –
-





# Request for Proposal

## Redesign of the Addison's Website

---

- **Addison Airport -**  
<https://addisontexas.net/index.php?section=addison-airport>
- **Economic Development -**  
<https://addisontexas.net/index.php?section=economic-development-tourism>
- **Courts -**

**2.2. Intranet** – In addition to the public-facing website, the Town requests to have a website, being managed by the same CMS for internal communication, document sharing, link sharing, department announcement, bulletin, forum, and other inter-department functions. The contents of Intranet must not be available to the public, and they should be protected by username and password.

**2.3. Page Contents** – The pages on the website allow Town's staff to perform a variety of functions, including but not limited to:

- Allows Town's staff to upload video background and interactive media. All uploaded media must be stored and maintained on a document central with audit capabilities, including create date, modify date, created by, modified by.
- Displays the upcoming calendar, events, and news.
- Displays the social media links.
- Displays news feeds from social media networks, such as Facebook, Twitter, Instagram, LinkedIn, etc.
- Incorporates contents from other Town's websites, using but not limited to, iFrame.
- Incorporates interactive maps, such as Google Maps.
- Displays main contact information.
- Allows social media sharing.
- Displays weather and temperature in some pages, such as Airport.
- Allows Town's staff to choose different layouts, including but not limited to the layouts in Appendix A. The Vendor is requested to include a provision for future additional layouts.
- Includes Listings (see Listings section) on the page and allows the Town's staff to schedule the display of the listings between a start date-time and end date-time.
- Allows printer-friendly function.
- Allows "Watching" or "Following" capabilities for the User to customize pages he/she wants to see.
- Main pages must have showcase capabilities for the Town to display highlights.
- Town's Staff must have the capability to enable or disable the pages for public view.
- The Town requests that each page has "Helpful" and "Not Helpful" buttons to engage the User's input on the page. The counts should



## Request for Proposal

### Redesign of the Addison's Website

---

be displayed near the buttons. Town's Staff has the ability to show and hide the buttons and counts.

- 2.4. Sidebar** – Pages must have an option to display a sidebar. The Town's staff can schedule the start date-time and end date-time to display the sidebars. The sidebar also needs to include general text, media (videos and images), and Listings (see Listings section).
- 2.5. Listings** – The Vendor must incorporate the capability for the Town's staff to maintain searchable lists to maintain the following but not limited to lists:
- **Apartments**, [https://addisontexas.net/index.php?section=resident-services\\_real-estate-apartments](https://addisontexas.net/index.php?section=resident-services_real-estate-apartments)
  - **Restaurants**, [https://addisontexas.net/index.php?section=visit\\_restaurant-guide](https://addisontexas.net/index.php?section=visit_restaurant-guide)
  - **Hotels**, [https://addisontexas.net/index.php?section=Tourism\\_Hotels](https://addisontexas.net/index.php?section=Tourism_Hotels)
  - **Attraction**, [https://addisontexas.net/index.php?section=Tourism\\_Attractions](https://addisontexas.net/index.php?section=Tourism_Attractions)
  - **Public Arts**, <https://addisontexas.net/index.php?section=Public-Art>
  - **Parks**,
  - **FAQs**, [https://addisontexas.net/index.php?section=about\\_faqs](https://addisontexas.net/index.php?section=about_faqs), <https://addisontexas.net/index.php?section=addison-airport-faqs>,
  - **Business Listings**, [https://addisontexas.net/index.php?section=addison-airport\\_business-directory](https://addisontexas.net/index.php?section=addison-airport_business-directory)
  - **Job Openings and Related Documents**, [https://addisontexas.net/index.php?section=human-resources\\_employment\\_current-job-openings](https://addisontexas.net/index.php?section=human-resources_employment_current-job-openings)
  - **Department Directory and Town contact information**, <https://addisontexas.net/index.php?section=departments-and-facilities-directory>
- 2.6. Calendars and Events** – The Town engages its community through the community calendar (<https://addisontexas.net/index.php?section=calendar>). The calendar must be easy to use and navigate and allows the community to receive notifications through emails or text messages when events are added, modified or canceled. The calendar should also allow the community to follow the current events and sign up for a reminder for a particular event.
- 2.7. Alerts** – The website must have the capability to issue alerts on the home page. If the Town's resident signs up for an alert, the alert should notify the resident of the last alert through email or text (if possible). The Town's staff can schedule an alert with a start date-time and end date-time.
- 2.8. News** – The Town periodically informs the residents about its community (<http://blog-addisontx.info/>). The news portal should allow the residents to sign up to receive news alerts. The news can be set to automatically send out at a specified time. The Town's staff can schedule news display with a start date-time and end date-time. The news is sectioned into the following area:
-



# Request for Proposal

## Redesign of the Addison's Website

---

- **City**
- **Business in Addison**
- **Parks and Recreation**
- **Visit Addison**
- **Public Safety**
- **Airport**

### 3. Technology

- 3.1. Cyber security** – The Town takes cyber security very seriously, and it expects the Vendor to follow industry standards and best practices for code, server, database, and other configurations that are relevant to the functioning of the website. The website is expected to run HTTPS, and on-going malware and malicious content scanning are required. A strong authentication technique, but simple to use, is required. CAPTCHA or similar verification is recommended for any user inputs. If a valid user visits the site often, CAPTCHA should have an option to remember the user so that a verification will not be asked again.
- 3.2. Load-Balancing** – The web server must address load balancing.
- 3.3. Audit Capabilities** – The CMS should have a preview feature that allows the user to review content before making it available to the public. All contents should not be available to the public unless the Town's staff makes it available. Audit information must include the date when the content was created, dates when the content was modified, the person who created the content, and the person(s) who modified the content.
- 3.4. User Group** – The CMS must require authentication to access the CMS. The Town's staff can be separated into Administrator and Regular User groups. Regular Users have the capabilities to modify the password, create, modify, and publish website contents to the public. Administrators have the same capabilities, in addition to create and remove users, modify passwords, view login log, and perform all changes to the content on the website. The administrators should be able to enable email notifications for website changes.
- 3.5. Search Engine Optimization** – The Town requires all contents of the website to be optimized for search engine optimization (SEO). Optimization includes, but not limited to, keywords, title, and descriptions. All pages, calendar events, and listings must have an option to enable or disable the search engine exploration. The Town desires to set the date range for a content to appear on search engines, such as Google, Bing, Yahoo!, and other engines.
- 3.6. Internal, Stand-alone Search Engine** – The website should have the capability for all users to intuitively search for contents, calendar events (next upcoming events to show first), news (latest news to show first). This search



## Request for Proposal

### Redesign of the Addison's Website

---

engine must be stand-alone and not be tied to another search engine, such as Google Search, Bing, and other search engines. Each page should include a search box. Search terms should be logged with date, time, and link clicked for future analyses.

- 3.7. Sitemap and breadcrumbs** – At any time, the Town staff can run and obtain a sitemap to contain a list of all links, resources (images, documents, videos), and pages for main site and microsites. The sitemap and breadcrumbs must follow ADA guidelines. The sitemap can also be exported to XML format.
- 3.8. Software and Ongoing Maintenance** – All server software, including but not limited to the operating system (OS), databases (open-source or closed-source) must have the longest possible end-of-life (EoL). The software supporting the website must be able to update to the latest version when it is available. The Vendor should have a team of experts who can provide on-going maintenance and 24/7/365 technical support.
- 3.9. Data Ownership** – All data developed during this project shall be considered the property of the Town of Addison, Texas.
- 3.10. Data Integrity** – The website should have the capabilities to report broken links.
- 3.11. Source Code Ownership** – All project source code created in relation to this project will be delivered to the Town of Addison after project completion. This includes but not limited to JavaScript, HTML, CSS, images, database structure, and other libraries or add-ons that are relevant to the project.

#### 4. Other

- 4.1. Training** – The Vendor must provide training sessions and training documents and videos that are intuitive for Town's staff. The number of training hours should be included, and training sessions will be for IT super users, marketing team, and department assistants, and other Addison designated personnel. Training should include, but not limited to, CMS navigation, create content, modify content, and archive content. A checklist for ADA guidelines on media upload is also required.
- 4.2. Integration with VisitWidget** – The Town is currently working with VisitWidget and provides JSON feeds to VisitWidget. The new website must include this functionality. For example, visit <https://addisontexas.net/calendar/json/> and <https://addisontexas.net/places/json/>
- 4.3. Integration with WebQA** - <https://addisontexas.net/index.php?section=city-secretary-open-records>
- 4.4. Integration with AgendaQuick** - <https://addisontexas.net/index.php?section=agenda>



## Request for Proposal

### Redesign of the Addison's Website

---

- 4.5. Integration with SwagIt** - <https://addisontexas.net/index.php?section=city-council-video-live>, <https://addisontexas.net/index.php?section=city-council-video>, <https://addisontexas.net/index.php?section=city-council-video-town-meetings>, <https://addisontexas.net/index.php?section=planning-and-zoning-meetings>, <https://addisontexas.net/index.php?section=planning-and-zoning-meeting-live>
- 4.6. Integration with MuniCode** - [https://library.municode.com/tx/addison/codes/code\\_of\\_ordinances/](https://library.municode.com/tx/addison/codes/code_of_ordinances/)
- 4.7. Integration with Google Analytics is required.**
- 4.8. Provision for Data Migration from old website.**
- 4.9. Analysis** – An analysis of the current sites to highlight the most viewed contents and ensure that these contents will be easy to navigate on the new site.
- 4.10. Timeline** – The Vendor is encouraged to submit a detailed a timeline from start to finish for implementation. The Town requests to have the project completion date within six (6) to eight (8) months after the formal contract is signed with the Vendor.

## 5. Optional Features

- 5.1. Icon set** – The Town is requesting the Vendor to provide a universal icon set that can be used in other locations. The icon set should be tailored to the Town's theme, logo, and tagline. The icons should represent each department within the Town and important landmarks within the Town. The Town also request icon sets that are appropriate for each microsite.
- 5.2. Single Sign On Integration** – Authentication through Windows Active Directory or WordPress for Town's Staff. Town's staff and the User should have to ability to change password and reset password.
- 5.3. Support for old browsers**

## 4. PROPOSAL FORMAT

The Vendor will define the capabilities of its organization to supply and maintain the hardware and software and provide the services as outlined within this RFP.

The response should be prepared in a simple and straightforward manner. **The Vendor will provide two (2) original, in hard copy format, and one (1) in electronic format (USB Flash Drive)** to the location specified within this RFP on or before the closing data and time for receipt of proposals.

The Vendor will segment their proposal into the following sections.



# Request for Proposal

## Redesign of the Addison's Website

---

### 4.1. EXECUTIVE SUMMARY

The Vendor will provide an Executive Summary, which presents in brief, concise terms, a summary level description of the contents of the Proposal.

The Vendor will detail all exceptions to the exact requirements imposed by this RFP.

The Vendor will indicate the proposal is firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted.

### 4.2. VENDOR PROFILE

The Vendor will indicate the primary company assuming overall responsibility for successful completion of the project. In addition, the Vendor will indicate all other companies who will be providing products or services through a subcontracting arrangement with the Vendor.

It is important to recognize the Town is looking for a single Vendor to assume primary responsibility for the successful implementation of the proposed solution from contract signing through formal acceptance by the Town.

Vendor profile information will include such items as: the year established, business organization, office locations, financial history, nature of business, strategic direction, industry specialties, software products, hardware products, number of employees, number of client installations, outstanding litigation, and authorized negotiator(s).

### 4.3. VENDOR QUALIFICATIONS

The Vendor must be a one-source vendor and must demonstrate a proven track record in providing reliable technology solutions across a series of successful installation efforts.

The Vendor's record will reflect experience within a similar environment and of a similar nature and magnitude to that being proposed to the Town. Relevant experience must be associated with projects completed not more than three (3) years prior to the date of this RFP. The Vendor will provide a customer reference listing and related contact information for a minimum of five (5) customers for which the Vendor has completed a similar effort. Each reference must include the following items:

1. Government/Company Name
2. Location
3. Contact Person and Title
4. Telephone Number
5. Scope of Work and URL



# Request for Proposal

## Redesign of the Addison's Website

---

### 6. Contract Period

The Vendor is asked to provide a comprehensive list of customers for review by the Town.

#### 4.4. THE SOLUTION

The Town recognizes that the implementation of an extensive Website is a complex effort and that not all possible variables are provided for within this RFP document. Therefore, it is acknowledged that the Vendor may be required to make assumptions regarding the Town's environment or specific requirements. Any assumptions made by the Vendor regarding this RFP should be documented in-line with the response.

Additional detailed review and design activities will take place with the Vendor finalist to refine elements of the proposal, prior to contract negotiation and approval.

##### 4.4.1. THE PROJECT APPROACH

The Vendor will present its methodology and approach to completing this project. Each major activity will be identified, discussed and project deliverables identified.

##### 4.4.2. THE TECHNOLOGY COMPONENTS

The Vendor will segment their solution into the components described below.

1. **Content Management Software** - The Town of Addison is considering consolidating its current websites and moving them to a new platform. The Town believes having a common platform for all sites will allow ease of maintenance and expandability going forward. The goal for moving all the existing websites to a new platform is a complete data migration. Any proposed solutions should not compromise the current functionality and should provide one point of entry for all of the sites. In addition, the proposed solution should provide collaboration and administration tools designed to allow users with little knowledge of Web programming languages to create and upload fresh content with relative ease. Vendors **MUST** identify their recommendations explicitly for each EXISTING WEBSITE.
2. **Hosting Solution** – Vendors are encouraged to provide three (3) independent hosting solutions:
  1. 100% onsite hosted solution by the Town,
  2. 100% Cloud base solutions,
  3. Hybrid solutions.

#### 4.5. SOLUTION COSTING

The Vendor will provide a detailed breakdown of all costs required for a successful implementation of the proposed solution. The Town encourages the Vendor to fully identify costs. To minimize or hedge on costs will only serve to place the Town and the Vendor at a disadvantage.



## Request for Proposal

### Redesign of the Addison's Website

---

The Town is requesting the Vendor provide specific cost information for each described component and sub-total per item.

#### 4.6. OTHER VENDOR INFORMATION

This section will include additional details, which will allow the Town to gain a greater appreciation for the proposed solution. Any information, which is considered proprietary, should be clearly marked as such. The Town will assume no obligation or liability in the event proprietary information is disclosed.

### 5. TERMS AND CONDITIONS

The Town of Addison standard terms and conditions will prevail unless otherwise agreed to between the Town and vendor. The Town views this RFP as the framework to be used by the Vendor in preparing and submitting the proposal.

It is important for the Vendor to become familiar with the Town's standard terms and conditions as well as items within this section, as they will prevail in the event of any discrepancies or differences between project related or contractual documents.

#### 5.1. BASIS FOR PROPOSAL

Only information supplied by the Town in writing through the Purchasing Office should be used in the preparation of Vendor Proposals.

Only replies by formal addenda shall be binding. Oral and other interpretations or clarifications shall not be binding. Vendors must acknowledge all addenda by signing and including such documents in the Proposal.

#### 5.2. VENDOR TERMS AND CONDITIONS

The Vendor must submit a complete set of any additional terms and conditions that they propose to have included in a contract negotiated with the Town.

#### 5.3. DISCLOSURE OF PROPOSAL CONTENTS

Proposals shall be opened in a manner that avoids disclosure of the contents to competing Vendors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract award, but trade secrets and confidential information in the proposals may not be open for public inspection. Such data must be stamped "**proprietary**" or "**confidential**" on each page on which they appear, must be readily separable from the proposal and may be subject to review by the Attorney General of Texas in accordance with the Texas Open Records Act.

Vendors are advised that the confidentiality of their proposals will be protected by the Town to the extent permitted by law. Vendors are advised to consider the implications of the Texas Open Records Act, particularly after the proposal process has ceased, and a contract has been awarded. While there is provision to protect proprietary





## Request for Proposal

### Redesign of the Addison's Website

---

information under the Act, where the vendor can meet certain evidentiary standards, please note that a ruling on whether these standards have been met will not be determined by the Purchasing Office of the Town of Addison but by the office of the Attorney General of Texas.

#### **5.4. LATE PROPOSALS**

Proposals must be returned in sufficient time so as to be received and date/time stamped at the specified location on or before the published proposal date and time specified. Any proposal received after the time and date set for receipt of proposals is late and cannot be considered.

#### **5.5. SIGNING OF PROPOSALS**

The submission and signature of a Proposal shall indicate the intention of the Vendor to adhere to the provisions described in this RFP.

#### **5.6. COST OF PROPOSAL**

This Request for Proposal does not commit the Town to pay any costs incurred by any Vendor in preparation and/or submission of a Proposal, or for procuring or contracting for the items to be furnished under the RFP. All costs directly or indirectly related to responding to this RFP (including all costs incurred in supplementary documentation) will be borne by the Vendor.

Each Vendor will be responsible for all costs incurred in preparing or responding to this RFP. The Vendor agrees to bear all risks for loss, injury, or destruction of goods and materials (ordered or supplied as the result of the eventual contract), which might occur prior to delivery to the Town; and such loss, injury, or destruction, shall not release the Vendor from any obligations under this RFP or any resulting contract.

#### **5.7. CONFLICT OF INTEREST, NON COLLUSION AND ANTI LOBBYING**

The Vendor promises that its officers, employees or agents will not attempt to lobby or influence a vote or recommendation related to the firm's proposal response; directly or indirectly, through any contact with Town Council members or other Town officials between the proposed submission date and award by the Town Council and that there will be non-collusion and non-conflict of interest.

#### **5.8. OWNERSHIP OF PROPOSALS**

All documents submitted in response to this Request for Proposal shall become the property of the Town of Addison.

#### **5.9. DISQUALIFICATION OR REJECTION OF PROPOSALS**

Vendors may be disqualified for any of the following reasons:

1. There is reason to believe that collusion exists among the Vendors;



## Request for Proposal

### Redesign of the Addison's Website

---

2. The Vendor is in arrears on an existing contract or has defaulted on a previous contract with the Town;
3. The Vendor lacks financial stability;
4. The Vendor has failed to perform under previous or present contracts with the Town;
5. The Vendor has failed to use the Town's required forms;
6. The Vendor has failed to adhere to one or more of the provisions established in this RFP;
7. The Vendor has failed to submit "Itemized Cost Sheet/s" for all the items including but not limited to, hardware, software, Services, etc., stated in this RFP.
8. The Vendor has failed to submit its Proposal in the format specified herein;
9. The Vendor has failed to submit its Proposal on or before the deadline established herein;
10. The Vendor has failed to adhere to generally accepted ethical and professional principles during the Proposal process;

Proposals may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled-for alternate proposals, incomplete proposals, erasures, or irregularities of any kind, or contain any unbalanced values.

#### **5.10. RIGHT TO WAIVE IRREGULARITIES**

Proposals shall be considered as being "irregular" if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate proposals, or irregularities of any kind.

The Town reserves the right to waive minor irregularities and mandatory requirements provided that all responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Town of Addison.

#### **5.11. WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn by written or email notice received by the Purchasing Office prior to the exact hour and date specified for receipt of bids. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for the receipt of bids.

#### **5.12. AMENDING OF PROPOSALS**

A Vendor must submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must complete the design of a previously



## Request for Proposal

### Redesign of the Addison's Website

---

submitted proposal and must be clearly identified as such in the transmittal letter. The Town will not merge, collate, or assemble proposal materials.

#### 5.13. PROPOSAL OFFER FIRM

Responses to this RFP, including cost, will be considered firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted. All Proposals must include a statement to that effect.

#### 5.14. EXCEPTIONS TO RFP SPECIFICATIONS

Although the specifications stated in the RFP represent the Town's anticipated needs, there may be instances in which it is in the Town's interest to permit exceptions to specifications and accept alternatives.

It is extremely important that the Vendor make very clear where exceptions are taken to the specifications and how the Vendor will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of the Town's specifications must be clearly identified as such together with reasons for taking exception, and inserted into the Proposal. If the Vendor does not make clear that an exception is being taken, the Town will assume the Proposal is responding to and will meet the specification as written.

Where the Vendor does not agree with the Town's terms and conditions, we require the proposal to enumerate the specific clauses, which the Vendor wishes to amend or delete and suggest alternative wording. Any minimum terms to which the Town will have to agree to in order to enter into a contract with the Vendor and which the Vendor considers being a "deal breaker" **MUST BE SUBMITTED WITH THE PROPOSAL.**

#### 5.15. CONSIDERATION OF PROPOSALS

Discussions may be conducted with responsible Vendors capable of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Vendors.

Until award of the contract is made by the Town, the right will be reserved to reject any or all proposals and waive technicalities, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of the Town.

During the review process, the Town may require an onsite visit at the Vendor's headquarters.



## **Request for Proposal**

### Redesign of the Addison's Website

---

#### **5.16. TERMINATION**

The Town reserves the right, by and through its City Manager and in the City Manager's sole and unqualified discretion, to cancel this RFP at any time and for any reason. The Town reserves the right to reject any or all proposals submitted in response to this RFP. In addition, the Town reserves the right, in its sole and unqualified discretion, to accept, in whole or in part, a vendor's proposal submitted in response to this RFP.

#### **5.17. GOVERNING LAW**

The Contract will be governed by the laws of the State of Texas. All duties of both parties shall be performed in Dallas County, Texas. The applicable law for any legal dispute arising out of the Contract shall be the law of the State of Texas.

#### **5.18. NO OBLIGATION**

This procurement in no manner obligates the Town or any of its agencies to the eventual rental, lease, or purchase of any software, hardware, or services offered until confirmed by an executed written contract.

#### **5.19. AWARD OF CONTRACT**

The Town reserves the right to withhold final action on Proposals for a reasonable time, not to exceed one hundred eighty (180) days after the date of opening proposals, and in no event will an award be made until further investigations have been made as to the responsibility of the proposed Vendor.

The award of the contract, if an award is made, will be to the most responsible and responsive Vendor whose Proposal meets the requirements and criteria set forth in the Request for Proposal and whose Proposal is determined to be the most advantageous to the Town considering the requirements and criteria set forth herein. The Town reserves the right, in its sole discretion, to abandon, without obligation to the Vendor, any part of the project or the entire project, at any time before the Vendor begins any work authorized by the issuance of a Notice to Proceed by the Town.

The award of the contract shall not become effective until the contract has been executed by the Vendor and the Town.

#### **5.20. EXECUTION OF CONTRACT**

The Town Council shall authorize award of a contract to the successful Vendor and shall designate the successful Vendor as the Town's Vendor. The Town will require the Vendor to sign the necessary documents entering into the required Contract with the Town and to provide the necessary evidence of insurance as required under the contract documents.



# Request for Proposal

## Redesign of the Addison’s Website

---

No contract for this project may be signed by the Town without the authorization of the Addison Town Council. No Contract shall be binding on the Town until it has been approved as to form by the Town’s Attorney, and executed by the Town’s City Manager.

### 5.21. PROPOSAL EVALUATION PROCESS

The contract may be awarded to the Vendor whose proposal is determined to be the most advantageous to the Town. In rendering this decision, the following evaluation criteria may be utilized.

Item	Evaluation Category	Award
1	Qualifications, Experience, and References	30%
2	Project Design and Methodology	30%
3	Rates and Expenses	40%
	<b>Total Award</b>	<b>100%</b>

#### Qualifications, Experience, and References

1. The Town requires the Vendor to provide a brief introduction of the Vendor’s business, number of years in business, experience level, resource availability, technical platforms, project approach, staffing levels, and support levels, and office locations. The Vendor is expected to provide an organizational chart indicating the positions and names of the core team who will undertake this project.
2. The Vendor must provide the list of references.
3. The Town will consider the Vendor’s responsiveness, including but not limited to, the Vendor’s proposal completeness, level of detail, and conformance to the Town’s instructions.

#### Project Design and Methodology

1. The proposal must include a description of the Vendor’s plan for accomplishing the work and services to be provided to the Town.
2. The proposal must indicate a clear understanding of the Statement of Work (SOW), including a detailed project plan, outlining major milestones and responsibilities, time frames, and staff assigned for each category of the Statement of Work.



## Request for Proposal

### Redesign of the Addison's Website

---

3. The proposal shall identify progress reports that will be made available during the process and key decision points.
4. The proposal shall clearly distinguish the Vendor's duties and responsibilities and those of the Town. Absence of this distinction shall mean the Vendor is assuming full responsibility for all tasks.

#### **Rates and Expenses**

1. The Vendor' cost proposal will be evaluated based on completeness, accuracy and level of cost detail provided.
2. The Vendor is required to complete and return an **Itemized Cost, in Excel Spread Sheet Format**, with sub-total and Grand-total figures, for described equipment in this RFP as part of their proposal.

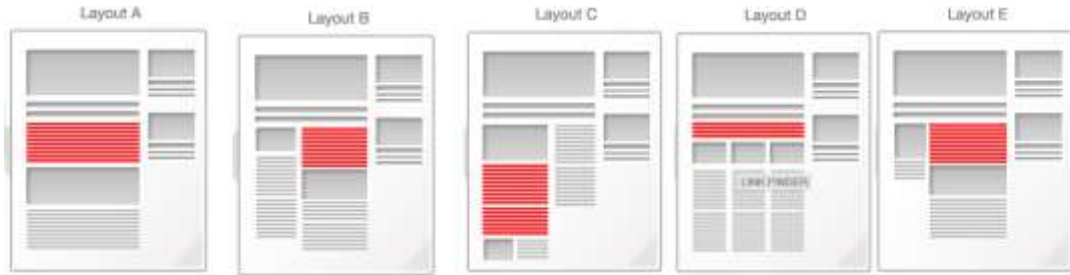


# Request for Proposal

## Redesign of the Addison's Website

---

### APPENDIX A





### **Interested Parties**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

### **Filing Process**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), please follow Instructional Video for Business Entities.



**CITY OF ADDISON, TEXAS**  
**CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT**

**REQUIREMENTS**

Contractors performing work on CITY OF ADDISON property or public right-of-way shall provide the CITY OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from CITY OF ADDISON. Contractors shall provide CITY OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor’s policy. Work shall not commence until insurance has been approved by CITY OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best’s rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. CITY OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. <b>Workers’ Compensation Employers’ Liability</b> to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence  Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<b><u>CITY OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A-:VII rated or above.</b>
2. <b>Commercial General (Public) Liability</b> to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<b><u>CITY OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A-:VII rated or above.</b>
3. <b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<b><u>CITY OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A-:VII-rated or above.</b>

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: [purchasing@addisontx.gov](mailto:purchasing@addisontx.gov)**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Addison.

- 2. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Addison, Texas of any material change in the insurance coverage.
- 3. All insurance policies shall be endorsed to the effect that the City of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
- 4. All insurance policies, which name the City of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- 5. Insurance must be purchased from insurers that are financially acceptable to the City of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the City of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for CITY OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to CITY OF ADDISON within 10 working days.

**A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.**

**AGREEMENT**

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for CITY OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

**Project/Bid#** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

## Town of Addison

### Indemnification Agreement

**Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons") and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

**(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and**

**(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.**

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature:

Date:

## Town of Addison

**REQUEST FOR PROPOSAL TERMS AND CONDITIONS**

1. **APPLICABILITY:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.
2. **OFFICIAL PROPOSAL NOTIFICATION:** The Town utilizes the following for official notifications of proposal opportunities: [www.bidsync.com](http://www.bidsync.com) and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.
3. **PRIOR OR PENDING LITIGATION OR LAW SUITS:** Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.
4. **COST OF RESPONSE:** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.
5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No Town of Addison employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.
6. **COMPETITIVE PRICING:** It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.
7. **INTERLOCAL AGREEMENT:** The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.
8. **CORRESPONDENCE:** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
9. **INDEMNITY/INSURANCE:** See attached Town of Addison minimum requirements.
10. **ERROR-QUANTITY:** Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
11. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.
12. **PROPOSAL LIST REMOVAL:** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.
13. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.
14. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.
15. **ASSIGNMENT AND SUCCESSORS:** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.
16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

17. ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT: The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

18. FUNDING OUT CLAUSE: This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

19. DISPUTE RESOLUTION: Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

20. DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7<sup>th</sup> business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf). By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. PATENTS: Seller agrees to **indemnify and hold harmless** the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and **agrees to defend** at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

23. VENUE: This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

24. TERMINATION FOR CAUSE OR CONVENIENCE: The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute write to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the Town as of the effective date of the termination.

25. FORCE MAJEURE: To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

26. BAFO: During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

27. PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION: Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret

during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town to the extent allowable in the Texas Public Information Act and other law.

28. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION: This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

30. No Boycotting Israel. The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

---

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

**Electronic Bids:** The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

**Contractor/Supplier Responsibility:** It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be



notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of \_\_\_\_\_ Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number \_\_\_\_\_ and expire date \_\_\_\_\_.

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes  No

Bid Bond: Is Bid Bond attached if applicable?  Yes  No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier’s refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or “consigned” to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature:   Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17



## Question and Answers for Bid #18-64 - Redesign of the Addison Website

### Overall Bid Questions

There are no questions associated with this bid.