

CITY OF SALISBURY

PURCHASING DEPARTMENT

SALISBURY, MARYLAND

PROPOSAL DOCUMENTS

FOR

CONTRACT NO. RFP 13-09 WEBSITE DESIGN SERVICES

THIS SPACE FOR PROCUREMENT DEPARTMENT
Date of Award:
Awarded To:
Chargeable to Account :
Proposal Date: Thursday, April 9, 2009
Proposal Time: 2:00 P.M.
Pre Proposal Meeting Scheduled: Tuesday, March 24, 2009
10:00 A.M. Room 306
Ad Run:

ADVERTISEMENT

CITY OF SALISBURY RFP 13-09 WEBSITE DESIGN SERVICES

The City of Salisbury is seeking proposals from highly qualified firms or individuals to provide website development, design and implementation services for the City of Salisbury website(s).

Proposal documents for RFP 13-09 may be obtained from the City of Salisbury Procurement Division, Room 104, Government Office Building, 125 N. Division Street, Salisbury, Maryland 21801, by calling 410-548-3190, during normal business hours, or via our website, www.ci.salisbury.md.us, Bids & RFPs. Vendors are responsible for checking this website for addenda prior to submitting their bids. The City of Salisbury is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of the documents received.

A Pre-Proposal Meeting will be held on Tuesday, March 24, 2009 at 10:00 A.M. (local time) in Room 306 of the Government Office building, address listed above. Attendance is not mandatory but highly recommended.

Questions are due no later than Tuesday, March 31, 2009 at 12:00 P.M., local time, at the above location. No further questions will be accepted after this date. All questions shall be written and can be faxed, mailed, hand delivered or emailed to Karen D. Reddersen, Assistant Director of Internal Services-Procurement Division, 125 N. Division Street, Room 104, Salisbury, MD 21801, by fax at 410-548-3192, or via email at kreddersen@ci.salisbury.md.us.

Proposal Documents are due in the office of the Assistant Director of Internal Services – Procurement Division, address above, on Thursday, April 9, 2009 at 2:00 P.M. (local time) address above, at which time and place they will be publicly opened and only names of proposers read aloud. No late proposals will be accepted, but will be returned unopened.

All minority business enterprise contractors are encouraged to compete for award of this work.

Karen D. Reddersen
Assistant Director of Internal Services
Procurement Division
City of Salisbury, Maryland

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SECTION I: INTRODUCTION

1.1 PURPOSE

This purpose of this RFP is to solicit proposals from highly qualified firms or individuals for the website development, design and implementation of the City of Salisbury website(s).

1.2 QUESTIONS AND INQUIRIES

For information regarding bid documents and bidding requirements, please contact:

Karen D. Reddersen
Assistant Director of Internal Services
Procurement Division
City of Salisbury
125 North Division Street, Room 104
Salisbury, Maryland 21801
Phone (410) 548-3190
Fax (410) 548-3192

Copies of this RFP are available in the office of the Assistant Director of Internal Services-Procurement Division, 125 North Division Street, Room 104, Salisbury, Maryland 21801 or by calling (410) 548-3190 during normal business hours, or via our web site www.ci.salisbury.md.us. Bids and RFPs.

1.3 FILLING OUT FORMS

- A. Use only forms supplied by the City.
- B. Make an original and two (2) copies for submission. Each copy of the proposal shall be bound in a single volume. All documents submitted with the proposal shall be bound in that single volume.
- C. All blanks on the form shall be filled in by typewriter or manually in ink.
- D. Where so indicated by the make up of the proposal form, sums shall be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words shall govern. In event there is a discrepancy between the unit price and the extended totals, the unit prices shall govern.
- E. Any interlineation, alteration, or erasure MUST be initialed by the signer of the Proposal.
- F. Each copy of the Proposal shall be signed by the person or persons legally authorized to bind the proposer to a contract, using the legal name of the signer. A proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Proposer.
- G. Proposer shall supply all information and submittals required by the documents to constitute a proper and responsible proposal.
- H. Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions, and/or all conditions of bidding shall be construed in the light most favorable to the City of Salisbury.

1.4 **SUBMISSION OF PROPOSAL**

- A. All copies of the Proposal and any other documents required to be submitted with the Proposal shall be enclosed in a sealed envelope. The envelope shall be addressed to the Assistant Director of Internal Services–Procurement Division and shall be identified with the project name and the proposer’s name and address. If the proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation “**SEALED PROPOSAL ENCLOSED**” on the face thereof.
- B. Proposals shall be deposited at the designated location prior to the time and date for receipt of proposals indicated in the Advertisement or Invitation to Proposal, or any extension made by Addendum. Proposals received after the time and date for receipt will be returned unopened.
- C. Proposer shall assume full responsibility for taking whatever measures necessary to ensure that the proposal reaches the Office of the Assistant Director of Internal Services-Procurement Division prior to the local time and date specified for receipt of proposal. The City shall NOT BE RESPONSIBLE for any proposal delayed in the postal or other delivery service nor any late proposal, amendment, or request for withdrawal of proposal, received after the proposal date.
- D. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the proposer’s own risk.
- E. A fully executed Affidavit of Qualification to Bid shall be attached to each proposal.
- F. ALL MINORITY BUSINESS ENTERPRISE CONTRACTORS ARE ENCOURAGED TO PARTICIPATE.
- G. All proposals shall be valid for a minimum of ninety (90) days from the date of proposal opening.

1.5 **OPENING OF PROPOSALS**

- A. Proposals received on time will be opened publicly and only participant’s names will be read aloud for the record.
- B. The contract will be awarded or all proposals will be rejected within ninety (90) days from the date of proposal opening.

1.6 **ACCEPTANCE OR REJECTION OF PROPOSALS**

- A. Unless otherwise specified, the contract shall be awarded to the most **RESPONSIBLE** and **RESPONSIVE** proposer complying with the provisions of the proposal documents, provided the proposal price is reasonable, does not exceed the funds available, and it is in the best interest of the City to accept it. The City reserves the right to reject the proposal of any proposer who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a proposal from a proposer who, investigation shows, is not in a position to perform the contract; or a proposal from any person, firm, or corporation which is in arrears or in default to the City of Salisbury for any debt or contract.

In determining a proposer’s **RESPONSIBILITY**, the City may consider the following qualifications, in addition to price:

- (1) Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
- (2) Character, integrity, reputation, experience and efficiency.
- (3) Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
- (4) Previous and existing compliance with laws and ordinances relating to contracts with the City and to the proposer's employment practices.
- (5) Evidence of adequate insurance to comply with contract terms and conditions.
- (6) Statement of current work load and capacity.
- (7) Explanation of methods to be used in fulfilling the contract.

The proposer, if requested, shall be prepared to supply evidence of his qualifications, listed above, and his capacity to perform the work; such evidence to be supplied within a specified time and to the satisfaction of the City of Salisbury.

In determining a proposer's **RESPONSIVENESS**, the City shall consider whether the proposal conforms in all material respects to the proposal documents. The City reserves the right to waive any irregularities that may be in its best interest to do so.

- B. The City shall have the right to reject any and all proposals, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the proposals received, to reject a proposal not accompanied by required proposal security or other data required by the proposal documents, and to accept or reject any proposal which deviates from specifications when in the best interest of the City. Irrespective of any of the foregoing, the City shall have the right to award the Contract in its own best interests.

1.7 **CLARIFICATION OF TERMS**

Professional firms or individuals that submit a bid for award of this contract are referred to as "proposers" in this document. The firm or individual that is awarded the contract is herein referred to as the "Firm." The words Bidder, Offeror, Consultant, Proposer, and Contractor may be used interchangeably.

1.8 **NOTICE TO PROPOSERS**

Proposers, before submitting a proposal, shall become fully informed as to the extent and character of the work required and are expected to completely familiarize themselves with the requirements of this solicitation and specifications. Failure to do so will not relieve the proposer of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the work to be performed, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.

SECTION II: GENERAL INFORMATION

2.1 ECONOMY OF PROPOSAL

Proposals should be prepared simply and economically, providing straightforward and concise description of the proposers' capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired.

2.2 RESPONSIBILITIES OF THE FIRM

- A. The Firm shall be responsible for the professional quality and technical accuracy of their advice and other services furnished by them. The Firm shall perform services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to services of a similar nature.
- B. Neither the City's review, approval or acceptance of, nor payment for, any of the services required under the contract shall be construed to operate as a waiver of any rights under the contract or any cause of action arising out of the performance of this contract, and the Firm shall be liable to the City in accordance with applicable law for all damages to the City caused by the Firm's negligent performance of any of the services furnished under the contract.
- C. The rights of the City provided for under this contract are in addition to any rights and remedies provided by law.

2.3 PROPRIETARY INFORMATION OR TRADE SECRETS

The proposer may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The City reserves the right to ask for additional clarification prior to establishing protection.

2.4 OWNERSHIP OF MATERIALS

Ownership of all material and documentation originated and prepared pursuant to the RFP shall belong exclusively to the City and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a Firm in connection with a procurement transaction shall not be subject to disclosure under the Freedom of Information Act. However, the Firm must invoke the protections of this section prior to or upon submission of the data or other materials.

2.5 AUDIT

The Firm agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited. The City, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

2.6 **KEY PERSONNEL**

The personnel named in the technical proposal shall remain responsible throughout the period of this contract. No replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the Assistant Director of Internal Services–Procurement Division.

2.7 **NONPERFORMANCE**

The City reserves the right to inspect all operations and to withhold payment for any work not performed or not performed in accordance with the specifications. Errors, omissions or mistakes in performance shall be corrected at no cost to the City. Failure to do so shall be cause for withholding of payment for that service. In addition, if deficiencies are not corrected in a timely manner, the City may characterize the Firm as uncooperative, which may jeopardize future project order solicitations.

2.8 **PAYMENT TO SUBCONTRACTORS**

The Firm awarded the contract under this solicitation is hereby obligated:

- A. To pay any subcontractor(s) within seven (7) days of the Firm's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- B. To notify the City and the subcontractor(s) in writing of the Firm's intention to withhold payment and the reason.

2.9 **CONTRACT AWARD**

- A. A written award in the form of a Purchase Order or other contract document shall result in a binding Contract without further action by either party. If the accepted Proposer shall fail or refuse to sign and deliver this contract and the required surety bonds and insurance documentation, the City of Salisbury shall retain, as partial damages for such failure or refusal, the Proposal Security of such defaulting proposer. Contract shall be executed by the successful proposer within fifteen (15) working days of receipt of Contract.
- B. Proposals and contracts issued by the City of Salisbury shall bind the Firm to applicable conditions and requirements herein set forth, unless otherwise specified in the proposal documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
- C. City of Salisbury personal property taxes must be on a current basis; if any such taxes are delinquent, they must be paid before award of contract. Failure to pay will result in the award of proposal to another firm.
- D. The City of Salisbury reserves the right to engage in individual discussions and interviews with those bidders deemed fully qualified, responsible, suitable and professionally competent to provide the required services should the project size warrant it. Proposers shall be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing bidders shall not be disclosed to the public or to competitors.

2.10 **MODIFICATION OR WITHDRAWAL OF PROPOSAL**

A proposal may not be modified, withdrawn or cancelled by the proposer during the stipulated time period following the time and date designated for the receipt of proposals, and each proposer so agrees in submitting a proposal.

2.11 **DEFAULT**

The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Firm upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated proposer, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Firm (or his surety) shall be liable to the city for cost to the City in excess of the defaulted contract price.

2.12 **COLLUSION/FINANCIAL BENEFIT**

- A. The proposer certifies that his/her proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- B. Upon signing the proposal, Proposer certifies that no member of the governing body of the City of Salisbury, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the City, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Executive Officer or Council has received or has been promised, directly or indirectly, any financial benefit, related to this contract.

2.13 **TAX EXEMPTION**

The City of Salisbury is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Firms doing business with the City of Salisbury. Firms are responsible for State Sales Tax of real property furnished and installed or constructed for the City of Salisbury.

2.14 **EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

- A. All proposers are subject to and must comply with the provisions of all applicable state and federal anti-discrimination laws. The City encourages equal employment opportunity to businesses owned and controlled by minorities and women.
- B. The successful Firm shall not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Firm further agrees that this non-discriminatory agreement shall be incorporated by the Firm in all contracts entered into with suppliers of commodities and services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

2.15 **INDEMNITY**

- A. The successful Firm agrees to indemnify, defend, and hold harmless the City of Salisbury and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage arising out of or resulting from the Firm's operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.
- B. Firm further agrees to furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, due to Firm's own work or to the work of other contractors for which he or his workers are responsible.

2.16 **STATUS OF FIRM**

The Firm shall be responsible to the City of Salisbury for acts and omissions of their employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a Contract or other arrangement with the Firm.

It is understood that the relationship of Firm to the City of Salisbury shall be that of an "independent contractor." Nothing contained herein shall be deemed or construed to (1) make the Firm the agent, servant, or employee of the City of Salisbury, or (2) create any partnership, joint venture, or other association between the City of Salisbury and the Firm.

2.17 **APPLICABLE LAWS**

Proposer/prospective Firm shall observe and comply with all applicable federal, state, and local laws and regulations in the performance of the work. This contract shall be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder shall be determined in accordance with such laws.

2.18 **SUSPENSION OR TERMINATION FOR CONVENIENCE**

- A. The City shall have the right, at any time by written notice, for its convenience, to suspend the work for such time as may be determined by the City to be necessary or desirable up to ninety (90) days, unless a longer time is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the work without invalidating the provisions of this contract.
- B. The City shall have the right, at any time by written notice, for its convenience, to terminate the work in whole or in part.
- C. Any notice issued pursuant to Sections A and/or B above shall state the extent and effective date of such notice, except as otherwise directed, the Firm shall stop work on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the work not terminated.
- D. The Firm, within thirty (30) days of the Notice of Termination, shall submit a final invoice reflecting services actually furnished pursuant to this Agreement to the satisfaction of the City and for which no previous invoice was submitted to the City.

- E. In the event of a termination, pursuant to Section B above, the City shall pay the Firm's expenses verified by final invoice as set forth in Section D for the following:
 - (1) Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such work;
 - (2) Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit.
- F. The Firm shall not be paid on account of loss of anticipated profits or revenues or for work not completed prior to the date of termination of the Contract.

2.19 **CONTRACT CHANGES**

- A. **NO CLAIMS** may be made by anyone that the scope of the project or that the Firm's services have been changed (requiring changes to the amount of compensation to the Firm or other adjustments to the Contract) **UNLESS** such changes or adjustments have been made by an approved **WRITTEN AMENDMENT (Change Order)** to the Contract signed by the Assistant Director of Internal Services-Procurement Division (and the City Council, if required), prior to extra work being initiated. Extra work performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Firm. Payment will not be made by the City of Salisbury (Owner).
- B. **NO ORAL** conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any City of Salisbury employee, shall be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Assistant Director of Internal Services-Procurement Division (with City Council approval, if required) shall be honored or valid.
- C. If any change ordered in the work results in a reduction in the work, the Firm shall neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.
- D. No inspection, or any failure to inspect, at any time or place, shall relieve the Firm from his obligation to perform all the work strictly in accordance with the requirements of the specifications. The City's Project Representatives (construction inspectors) are NOT authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, nor to approve or accept any portion of work, nor to issue instruction contrary to the drawings and specifications.

2.20 **ADDENDUM**

- A. **No oral statements of any person shall modify or otherwise affect or interpret** the meaning of the Contract Drawings, the Specifications, or the terms, conditions, or other portions of the Contract Documents. All modifications and every request for any interpretation must be addressed to the Assistant Director of Internal Services, Procurement Division, Government Office Building, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of proposals.
- B. Any and all interpretations, corrections, revisions, and amendments shall be issued by the Department of Internal Services-Procurement Division to all holders of proposal

- documents in the form of written addenda. Proposers are cautioned that any oral statements made by any City of Salisbury employee that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document.
- C. All addenda shall be issued so as to be received at least five (5) days prior to the time set for receipt of proposals, and shall become part of the Contract Documents and shall be acknowledged in the proposal form. Failure of any Proposer to receive any such addenda shall not relieve said Proposer from any obligation under his Proposal as submitted.
 - D. Proposers are cautioned to refrain from including in their proposal any substitutions which are not confirmed by written addenda. To find out whether the City of Salisbury intends to issue an amendment reflecting an oral statement made by any employee, contact Karen D. Reddersen, Assistant Director of Internal Services–Procurement Division, at 410-548-3190 during normal business hours.
 - E. The Assistant Director of Internal Services–Procurement Division, reserves the right to postpone the proposal opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

2.21 **VERIFICATION OF AS-BUILT DRAWINGS AND RECORDS**

Not applicable.

2.22 **INSURANCE REQUIREMENTS**

Unless otherwise required by Special Conditions for this Invitation to Bid, if a contract is awarded, the firm will be required to purchase and maintain during the life of the contract the following types and amounts of insurance (at minimum).

- A. Comprehensive General Commercial Liability: \$1,000,000 (One million dollars) combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to the project/location or the general aggregate shall be twice the required occurrence limit.

ON ALL LIABILITY INSURANCE POLICIES, CITY OF SALISBURY, ITS EMPLOYEES, AND OFFICERS MUST BE NAMED AS ADDITIONAL INSURED, AND INSURANCE CERTIFICATES FURNISHED TO THE CITY SHALL INDICATE SUCH COVERAGE.

- B. Comprehensive Automobile Liability: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage.
- C. Workers Compensation and Employer's Liability: Worker's Compensation as required by the Code of the State of Maryland and Employer's Liability with limits of \$1,000,000 (One million dollars) per accident.
- D. The bidders shall provide the City with certificates of insurance evidencing the coverage required above. Such certificates shall provide that the City be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Bidder must provide certificates of insurance before commencing work in conjunction with the contract.

- E. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE FIRM OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE FIRM IN THE CONTRACT AWARDED, OR FOR WHICH THE FIRM MAY BE LIABLE BY LAW OR OTHERWISE.**
- F. Failure to provide and continue in force such insurance as required above, shall be deemed a material breach of the Contract, shall cause the Firm to be in DEFAULT, and shall operate as an immediate termination thereof. The City reserves the right to require higher limits on any contract. A 30-day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Assistant Director of Internal Services–Procurement Division at the address listed in solicitation. The Firm/Vendor agrees to be responsible for, indemnify, defend and hold harmless the City, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with and during the performance of the contract including, but not limited to, claims under the Worker’s Compensation Act.

SECTION III: SCOPE OF WORK

3.1 EXECUTIVE SUMMARY

A concise narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The salient features should tie in with evaluation factors/subfactors. Any summary material presented here shall not be considered as meeting the requirements for any portions of other sections of the proposal.

3.2 TERM OF CONTRACT/MASTER SCHEDULE

If awarded, upon bid award a term for completion of contract will be mutually agreed upon by both parties. Proposer shall include a top level Master Schedule (MS) as part of the proposal submittal. The more detailed levels of the MS, as well as updates, will be submitted after contract award. The MS is intended as a tool for day-to-day tracking of the program/project. All tasks/activities in the MS should be logically linked together showing predecessor/successor relationships. The activities and tasks will be sufficient to account for the total proposed solution. The City estimates 120 days for completion of this project.

3.3 COST OR PRICING INFORMATION

All cost or pricing information shall be addressed ONLY in the Form of Proposal section. Cost trade-off information, work-hour estimates and material kinds and quantities may be used in other sections only as appropriate for presenting rationale for alternatives or design and trade-off decisions.

3.4 WEBSITE OWNERSHIP

Successful vendor shall provide the City with the Source Code during and after development. The City shall OWN the source code. The City of Salisbury will be the owner of any website designed under this contract and will hold the copyright to the design and all its parts. This extends to all programming design, computer code and databases created or updated, including the graphics and logo's, as a result of this contract. The designer's services will be Work(s) for Hire.

3.5 EASE OF MANAGEMENT

The website shall be developed with the ability for content management by non-technical staff.

3.6 BANDWIDTH AND LOAD SPEED

The City will provide a bandwidth of 3-7 Mb/sec. Minimum load speed requirement shall be based on using a 56k line with any page taking no more than 15 seconds to load.

3.7 **HOSTING AND MAINTAINANCE**

The website shall be self-hosted by the City. Maintenance, after implementation, training and warranty period, shall be the responsibility of the City.

3.8 **TRAINING**

Successful Firm shall provide complete training for City's staff on website maintenance and operations. Training shall be performed at the City's location.

3.9 **DEMONSTRATION AND PROOF OF CONCEPT**

The successful Firm shall provide the services necessary to test the website before any site goes live. Testing on various platforms (Internet Explorer, Netscape) and various internet speed connections (56K, T1, etc.) must be done to ensure fast loading pages. The City shall approve a bug-free and secure website prior to site going live.

3.10 **MANDATORY REQUIREMENTS**

- a. Website shall be easily navigated, providing clear, easy access to essential information for the audience group it's intended to reach. It must be designed so that visitors can easily identify where they are in the site and can easily navigate back to previous pages or the home page.
- b. Site must have clean code, and be able to load quickly and present well on a variety of browsers. Programming should be well documented so that updates and improvements can be made over time by authorized personnel. Website shall provide the necessary level of security and back up to insure the reliability, integrity and availability for the site.
- c. Sites shall be subject matter focused, with an appealing, inviting display of images reflecting the material. Site designs shall be scalable, to allow for the addition of new pages and functions as needed or as technology and communication needs evolve.
- d. Robust, easy-to-use search functions, directories, general website search, calendars, and other searchable content.
- e. Proposers shall include with their submittal the following:
 - 1) Proposed gathering information from the using department / agency coordinated with the MIS Dept., include estimated time line, deliverables, and indicate vendor/agency responsibilities and production schedule. Include estimated meetings and timelines for providing content, reviews and updates;
 - 2) Verify database functionality in a Microsoft SQL server environment;
 - 3) Include proposed end user and IT staff training (state number of days/hours);
- f. Website must run on a Windows 2003 server, using Microsoft "IIS 2006;"
- g. Must be compatible with security in a Microsoft ISA 2006 Firewall;
- h. Any content from the existing www.ci.salisbury.md.us site must be converted onto the new website;
- i. Must have a simple process to update the content by non-technical staff;
- j. Making WebTrends reports (or a suitable alternative) available to the City on a monthly basis;
- k. Providing web logs (or other materials used for traffic studies) to the City upon demand.
- l. Provide user manual upon completion of project.

3.11 **VALUE-ADDED CONSIDERATION**

It is important that proposers outline features of their proposal, such as value-added product(s) and/or service(s) that would not normally be addressed in a pricing evaluation as they are of a non-monetary nature. Propose to include any relevant services or products that will be provided to the City which are not priced in this proposal, but will enhance the acquisition process.

3.12 **RECOMMENDED ENHANCEMENTS**

Reference ATTACHMENT A for a detailed listing of enhancements requested in new website.

SECTION IV: EXPERIENCE AND STAFFING

4.1 **EXPERIENCE**

- A. Include any software / programming certifications with each resume for the personnel who will be evaluated as key personnel assigned to this project.
- B. Include five (5) recent contracts that you consider most relevant in demonstrating your ability to perform the proposed effort.
- C. For the projects listed above, provide name of contract, contact name and phone number. For each contract submitted as a past reference, the Offeror shall submit a client authorization letter, authorizing their client to release to the City information requested on the Offeror's past and present performance.

4.2 **STAFFING**

- A. Provide an organizational chart of the Firm to clearly show interrelationship of management and the design team components, including all subcontractors, survey, drafting and field inspection personnel.
- B. Identify and provide a statement of qualifications and specific responsibilities for all project team members who will be assigned to this project, including those responsible for "hands on" work, as well as those assigned for supervision and oversight responsibilities.
- C. Identify and provide a statement of qualifications all members of the Firm's quality control team.

4.3 **OTHER REQUIREMENTS**

- A. Provide the geographic location of the Firm relative to the City's location. The Firm should include the complete address of the office proposed to handle the work.
- B. Provide a statement addressing whether the Firm can perform the work with the time allowance.

SECTION V: EVALUATION AND SELECTION PROCESS

5.1

EVALUATION

A. Proposals shall be evaluated using the following criteria:

Weighting

Factor

Criterion

35%	Technical and Organization of Proposal: The proposal will be evaluated for its technical and organizational content as per the responsiveness to all RFP documents and RFP requirements. 1) Demonstrated success in performing / meeting contract requirements; 2) Methodologies in planning, analysis of configuration & modifications, applications, testing and training; 3) Experience in recommending and communicating appropriate technical and aesthetic solutions as evidenced by the proposal and referrals; 4) Aesthetic Capabilities-Prior work demonstrates artistic and innovative, user friendly interfaces that engage communities and viewers.
25%	Cost: Appropriateness and competitiveness of the cost proposal. Value Added offers, including alternate pricing scenarios, etc. The cost proposal is commensurate with the value offered by the firm.
20%	Experience and Past Performance: The proposer shall be a full service website consultant with a proven track record with the website tasks intended and has the qualifications necessary to undertake the project as specified in this RFP. The work illustrates the proposer's current qualifications and ability, including descriptions of prior experience similar to the services specified in this RFP. Previous experience with governmental entities. References provided must demonstrate the required experience. Proposer shall be normally engaged in the business of providing websites and shall demonstrate a minimum of five (5) years experience.
20%	Qualifications and Key Personnel: the proposal will be evaluated for the quality (i.e. appropriateness, capability and experience) of key personnel and continuity of the program teams, key personnel and sub-consultants including: 1) The identity and qualifications of key personnel and sub-consultants available to work on this program, including project assignments and the extent of participation; 2) Demonstrated experience in working with all levels of management.

- B. Each proposer shall be rated for each criterion on a scale of zero to four as described below.

Unacceptable	-- 0
Poor	-- 1
Fair	-- 2
Good	-- 3
Superior	-- 4

A bidder's final grade shall be the sum of each criterion's rating multiplied by the weighting factor listed above.

FORM OF PROPOSAL
CONTRACT NO. RFP 13-09
WEBSITE DESIGN SERVICES

To Whom it may concern:

We hereby submit our proposal for “website development, design and implementation services” as indicated in the contract documents.

Having carefully examined the bid documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

ITEM	DESCRIPTION	QTY	UM	PRICE
101	Website development, design, testing and implementation. Price quoted is a not-to-exceed lump sum.	1	LS	

(Proposal amount, Written)

Days to complete project:_____

Sign for Identification

Name, Printed

FORM OF PROPOSAL
CONTRACT NO.RFP 13-09

References: List five (5) references for work successfully completed in the last 36 months. Include contact name, address, telephone number and services performed.

1.

2.

3.

4.

5.

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed proposal covers all items as specified.

EXCEPTIONS:

(If none, write NONE) _____

THE BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING
ADDENDA.

Number

Date

Initials

Sign for Identification

Name, Printed

RFP 13-09
INDIVIDUAL PRINCIPAL

Firm Name: _____

Signed By: _____ In the presence of: _____

Address of Firm: _____ City, State, Zip _____

Telephone No.: _____ Fax: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ City, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ City, State, Zip

Telephone No.: _____ Fax:

Signed By: _____ In the presence of: _____
President Witness

Attest: _____
Corporate Secretary

Affix Corporate Seal

FORM OF PROPOSAL

RFP 13-09

CONTRACTOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

1. I, _____ (Name, Printed) am the
_____ (title) and the duly authorized representative of
the firm of _____ (name of corporation)
whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the
firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the
best of my knowledge and of its officers, directors or partners, or any of its employees
directly involved in obtaining contracts with the State or any county, bi-county or multi-
county agency, or subdivision of the State have been convicted of, or have pleaded nolo-
contendere to a charge of, or have during the course of an official investigation or other
proceeding admitted in writing or under oath acts or omissions which constitute bribery,
attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the
Annotated Code of Maryland or under the laws of any state or federal government
(conduct prior to July 1, 1977 is not required to be reported).

3. (State "none" or, as appropriate, list any conviction, plea or admission described in
paragraph 2 above, with the date, court, official or administrative body, the individuals
involved and their position with the firm, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the City of Salisbury, I
acknowledge that, if the representations set forth in this affidavit are not true and correct,
the City of Salisbury may terminate any contract awarded and take any other appropriate
action. I further acknowledge that I am executing this affidavit in compliance with
section 16D of Article 78A of the Annotated Code of Maryland, which provides that
certain persons who have been convicted of or have admitted to bribery, attempted
bribery or conspiracy to bribe may be disqualified, either by operation of law or after a
hearing, from entering into contracts with the State or any of its agencies or
subdivisions.

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

Sign for Identification

Name, Printed

RFP 13-09
NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements on the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ Witness	By: _____ Signature
_____ Witness	_____ Name, Printed
	_____ Title

RFP 13-09
ATTACHMENT A

General Recommendations

- City of Salisbury website needs to allow more points of contact
- City of Salisbury website should have
 - better organization for documents (i.e. more structure, logical grouping, and prioritization of documents)
 - content that is cleaner in presentation
 - an elections page to post announcements, etc.
 - more streamlined navigational menus
 - cleaner and more professional design (current design is jumbled with too many links)
 - more appealing pictures of Salisbury and people interacting downtown
 - interactive public complaint forum
 - more individualized departmental sections
 - more developed and functional search
 - an eventual tie in to Munis financial system
 - a link called “Special Events Information”. This would open up a new page explaining the process people need to follow to hold a special event in the City. Also, post the Special Events Policy, plus a few forms, and possibly links to other helpful and related websites
- City of Salisbury website updated content should be more visible
- City of Salisbury website should be easier to use and have more enhanced functionality
- Press Releases should be accessed with a tab that opens up a listing of them instead of viewing them from home page
- Each department should have the rights and ability to update their own content, subject to content management software restrictions
- Change website structure to show Internal Services Parking/Procurement as two separate departments
- The newsletter should be a e-mail newsletter where the public can subscribe and unsubscribe

- The Affordable Housing database should be redesigned as a true database with images and an interactive clickable map
- Provide non-technical method of updating content
- Delete “Trash Collection Change of Status” form
- Provide multimedia content
 - links to streaming video and audio
 - main page animated gallery

Department Recommendations

Building, Permits, & Inspections

- Provide a photo gallery of construction sites
- Provide links to the following
 - Maryland Home Improvement Commission
 - Maryland Home Builders Association
- Track permits online
- Place Permit Plan reviews online
- Facilitate fill-in forms with electronic submission
- Pay fees online
- Apply for permits online
 - plumbing permits
 - building permits

City Clerk’s Office / City Council

- Provides organized links to documents such as agendas and minutes
- Provide pictures, biographies, and contact information for City Council members
- Provide links to resolutions and ordinances
- The Council’s pictures, address, contact information, and email should be presented as it is currently
- For Agendas, we need to be able to post large files as well as keep an archive that is easily updated and searchable; also include links in agendas so a user can open the entire briefing book pertaining to that agenda

Community Development

- Provide links to Community Development and Grants websites
- Create picture gallery

Finance

- Provide list of Finance contact phone numbers
- Email contact to be changed from Director of Internal Services to a more generic single listing for the Finance department
- Provide section for taxes, utilities, and general finance questions
- Online payments for Finance:
 - o needs to be in Finance section
 - o needs to be better utilized and generate more usage

Fire Department

- Link to Salisbury Fire Department website

Human Resources

- List contact information such as: mailing address, phone & fax, email address, hours of operation
- Have a separate “Employment and Jobs” page where users can view current positions and apply online
- Keep a link to “Employment and Jobs” somewhere on the website’s home page (which directs user to HR’s employment page with current open positions and application)
- Online job applications (currently as Word and .pdf download, but online forms tied to Munis or other back-end database)
- Provide employment newsletter on subscription basis (notify subscribers of new jobs)
- Provide a link to the Health Care Consortium Notice of Privacy Practices
- City employees should be able to have secure access to benefits and deductions information such as:
 - o Access to various HR forms
 - o Access to City’s handbook
- Eventual tie-in to Munis
- Provide links to:
 - o State retirement system

- o Blue Cross / Blue Shield
- o HFS (Flexible Spending Account)
- o ICMA (Optional 457 Retirement Plan)

NSCC

- Provide links to MDE and other state entities
- Provide a historical page with month by month list of approvals and rejections
- Provide information of Housing Board of Appeals
- Provide online versions of all NSCC forms
- Provide online vacant building registry
- Provide online form where the public may file complaints
- Provide online reference sections for the following:
 - o code sections
 - o property maintenance
- Put the Landlord database online so that landlords can register both new and renewals of rental properties
- Add a page for the Neighborhood Services Task Force
- Add a picture gallery with images of properties before and after City actions
- Provide a list of
 - o commercial inspections performed
 - o active rental registrations
 - o all current open code enforcement issues

Office of the Mayor

- The mayor's page should have the following
 - o photo gallery
 - o Contact information
 - o Mayor's biography
 - o Mayor's speeches available in streaming video and audio

Parking

- Revise wording for procedures

- Citizens should be able to pay for parking permits online
 - citizens would then either be notified when permits are ready; or
 - as an alternative permits would be mailed
- Show various types of available parking areas
 - two (2) hour free parking
 - provide location with a map of lots
 - parking garage
 - include rates and advise citizens where to purchase
 - meter parking
 - show rates and note some that meters are ½ hr, one(1) hr, two (2) hr meters
 - show where pertinent information is located on the meter
 - permit parking
 - show lots and rates, as well as where to purchase.
 - note that handicapped parking is not allowed in permits lots without a permit
 - residential parking
 - show all restricted streets and what information is required to obtain residential permits
- Note who to contact if meter is not functioning properly
- Advise citizens of forms of payment for permits (currently cash, check, and money orders only)
- Advise citizens attending court where to park
 - citizens should park in the four (4) hour meters in lot 10; or
 - citizens should park at the two (2) hour free parking lot across from the library; or
 - citizens should use parking garage as meters are subject to time constraints
- Advise what happens if a parking ticket is not paid (i.e. MVA flagged, late fees, Scofflaw)
- Provide information on where to pay tickets (i.e. mail or walk in)

- Provide information on how to pay tickets (i.e. cash, check, debit or credit card)
- Describe where permits should be displayed
- Discuss that permit holder is required to notify parking of any changes or additions in vehicles

Planning & Zoning Department Recommendations

- Make content similar to Planning & Zoning section on ‘new’ County Internet website
- Include overview, mission, and basic contact information of Planning and Zoning department
- Include current City of Salisbury Comprehensive Plan
- Include forms related to critical areas
- Include brief descriptions of as well as meeting dates, agendas, and minutes from:
 - Salisbury Board of Zoning Appeals
 - Salisbury/Wicomico County Planning Commission
- Provide information about the City Historical Commission
- Include the City Zoning Map
- Provide acrobat versions of zoning codes, election districts, past comprehensive plans, forest conservation, and publications
- Provide an organizational chart of the staffing of the Planning and Zoning Department
- Provide guidelines, procedures, and applications
- Provide GIS information if applicable or feasible

Police Department

- Link to Salisbury Police department website
- Place accident reports online

Procurement

- For each bid posted, pre-bid date and time, as well as open date and time, should be added
- For bids past the open date there should be a “historical” section showing
 - bid number,
 - name

- o bid open date and time, and
- o status
 - awarded (if awarded show date of award)
 - under review, or
 - all bids rejected
- Bidders Application and Parking Permit applications, which needs to be redesigned, should be online forms that can be completed emailed to the appropriate department

Public Works

Continue to Maintain

- Points of contact
- Breakdown of SPW Divisions
- How to request annexation
- Trash, recycling and bulk trash pickup policies and schedules
- City park usage policies
- Hydrant flushing information
- Private street listing
- Combined and Sanitary sewer overflow information
- Schedule for street sweeping
- Biosolids recycling information and wastewater treatment information
- Water quality reports
- City approved contractors
- Development information, forms, and Process Action Team information
- City Marina information
- Link to City Zoo

Recommendations

- Continue use of “Residents & Businesses”, and “Developer & Builders” approach
- Distinguish different branches and sections of SPW
- Provide online versions of all SPW forms, and most policies
- Track permits online
- Public Information Act information and form
- Facilitate fill-in forms with electronic submittal
- Listing of Capital Improvements Program
- Have “Construction Details” and “Materials and Specifications” booklets online
- FAQ section
- Current projects page(s) with photos