

**REQUEST FOR PROPOSALS (RFP) No. EPP-RFP811
FOR
WEBSITE REDESIGN AND HOSTING SERVICES**

PRE-PROPOSAL QUESTION PERIOD:

All pre-proposal questions are to be submitted in writing to the County Contact listed below
no later than Friday, March 30, 2012 at 5:00 PM (Local Time)

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department (ISD)
for the
Department of Cultural Affairs

COUNTY CONTACT FOR THIS SOLICITATION:

Dakota Thompson, CPPB, Procurement Contracting Officer 1
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-2356
E-mail: dakota@miamidade.gov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

April 13, 2012 at 2:00 PM (local time)

at

CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS**1.1 Introduction**

Miami-Dade County, hereinafter referred to as the "County", as represented by the Miami-Dade County Department of Cultural Affairs, hereinafter referred to as the "CUA", is soliciting proposals for interested and capable parties to create, design, and host websites for the three major divisions of CUA, the South Miami-Dade Cultural Arts Center, hereinafter referred to as the "SMDCAC," Culture Shock Miami, and the CUA departmental homepage.

The County anticipates awarding a contract for an initial three (3) year period, with three (3) two-year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:	March 16, 2012
Pre-Proposal Conference:	Not Applicable
Deadline for receipt of questions:	Friday, March 30, 2012 at 5:00 PM (Local Time)
Proposal due date:	See front cover for date, time and place.
Evaluation process:	Anticipated to begin the week of April 16, 2012
Projected award date:	June 2012

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.

7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
8. The words "Should", "Will", "Can" are not mandatory requirements but desirable features.
9. The words "Selected Proposer" to mean the Contractor recommended for award of this Contract that will be performing the work outlined in the Scope of Services.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- Communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.8 Expedited Purchasing Program

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term.

2.0 SCOPE OF SERVICES

2.1 INTRODUCTION

Miami-Dade County is soliciting proposals for interested and capable parties to create, design, and host websites for the three major divisions within the Department of Cultural Affairs (CUA): the South Miami-Dade Cultural Arts Center, hereinafter referred to as the "SMDCAC," Culture Shock Miami, and the CUA departmental homepage.

These websites should provide general information for the public, creation of a press pages and news pages that will feature outside articles and press releases as well as a section for secure photo access for working journalists to download images with a password. Such images must be able to be labeled with photo credit information.

2.2 BACKGROUND

The Department of Cultural Affairs CUA works to create and promote opportunities for local artists and culture organizations throughout Miami-Dade County. The majority of visitors to the CUA website are arts administrators and individual artists seeking information about CUA grant programs, professional development opportunities and news. Other visitors consist of the general public seeking arts attendance opportunities. The current website is found at the following link: <http://miamidadearts.org>

CultureShockMiami.com is a destination site for high school and college students, parents and educators looking to participate in cultural activities in Miami-Dade County. The visitors to CultureShockMiami.com have expanded to include students visiting from other states and locals outside the target age range who use the

site as a quick reference guide to cultural activities in Miami-Dade County. The current website is found at the following link: <http://cultureshockmiami.com>

Currently, SMDCAC has established a temporary site at the following link: www.smdcac.org. SMDCAC is seeking to establish a visually exciting platform that will showcase the Center's programming in an engaging manner.

2.2.1 CURRENT SITE CHARACTERISTICS FOR CUA DEPARTMENTAL HOMEPAGE:

The CUA website serves as the primary resource for sharing CUA information with the community and serves as a "jumping off point" for all CUA initiatives. The online resource, information is updated on a daily basis.

The three primary purposes of the site are:

- To provide information to the public regarding CUA activities;
- Act as a collection point for email addresses to add to various CUA e-newsletter lists;
- Launching portal to various CUA initiative sites.

CUA Cultural Resource Directory provides an opportunity for visitors to register and update information to a publically-accessible database. Visitors may enter data into three databases: Individual Artists, Organizations and Facilities. This database is then searchable by the general public within the CUA website.

CUA currently uses EnFlyer, a web-based email marketing platform, as its primary email marketing provider, and will consider alternate email marketing solutions proposed by applicants. Enflyer is utilized for all CUA communications, including Culture Shock Miami and SMDCAC. Currently, the Enflyer database contains approximately 15,000 unique addresses.

- The current site "Home Page" link provides a robust, information filled snapshot of CUA. Easy access all sub-areas via intuitive navigation, pocket windows, and visible capsules of information. Primary features: Newsfeed, Calendar of upcoming grant deadlines and meetings, access to join e-newsletter lists.
- The current site "About Us" link provides direct informational access to Directions, Mission, FAQs, Staff lists, Council lists and Partners.
- The current site "Information" link provides direct access to upcoming deadlines, meetings, current News, publications and surveys.
- The current site "Grants" link provides direct access to the CUA online grant system (not a part of this scope).
- The current site "Education" link provides direct access to a variety of CUA initiatives: Arts Kids Miami, Culture Shock Miami, Golden Ticket Program, Children's Trust, and Arts for Learning, VSA Arts of Florida, Advocacy & Resources, Arts License Plate and Educational Links.
- The current site "Facilities" link provides insight into capital development projects managed by CUA. This link includes access to the Cultural Resource Directory and Direct access to South Miami Dade Cultural Arts Center (a CUA-operated facility).
- The current site "Artists" link provides resource, news and information directly related to the work of individual artists: FAQs, Links and CUA programs. The link also includes access to the Cultural Resource Directory and Access to the Art in Public Places program.

- The current site “Resources” link provides access to ADA Survey/Accessibility information, Media Kit, Emerging Leaders, Links, Events Calendar, Cultural Reinvestment and Employment Opportunities.
- The current site “Directory” link provides direct access to the Cultural Resource Directory that allows visitors to search and access the Directory. The Directory is divided into three primary areas and is monitored by CUA staff: Organizations, Facilities and Individual. Users have the ability to Register and Update information within the CUA publically-accessible Directory database, and the ability to create username / password in order to log in to update, modify, and create database information.

2.2.2 CURRENT SITE CHARACTERISTICS FOR CULTURE SHOCK MIAMI SITE:

The goal of CultureShockMiami.com is to provide an affordable, accessible, and attractive way to encourage students, ages 13-22, to buy tickets to the rich variety of cultural events presented by Miami-Dade County's non-profit arts organizations. In addition, CultureShockMiami.com has become a quick reference guide to cultural activities in Miami-Dade County for parents, educators and visiting students. The current website is found at the following link: <http://cultureshockmiami.com>

CultureShockMiami.com is designed to introduce this next generation of audience members to live arts and cultural experiences at the age when they are beginning to make their own decisions about entertainment options. The expectation is that if students and young adults make the arts a regular entertainment choice, they will be more likely to become the full-price ticket buyers and subscribers of the future.

Through CultureShockMiami.com, students can buy tickets for \$5 to the best dance, music, theater, film and spoken word events in Miami-Dade County, and two-for-\$5 tickets to museums. Tickets donated to the Department of Cultural Affairs by cultural organizations are available for purchase through www.CultureShockMiami.com or at www.TicketWeb.com free of any taxes, fees or surcharges. A student must use the first ticket purchased personally, but the second ticket can be used by a person of any age accompanying them.

- The current site characteristics “Events and Shows” link provides a list of events broken down by genre
- The current site characteristics “Under 13, Over 22,” link provides a list of for people who are not in the age range of Culture Shock Miami
- The current site characteristics “Teachers,” link provides suggestions for teachers on how Culture Shock Miami can be incorporated into the classroom
- The current site characteristics “Contact us,” link provides Basic information on how to contact Culture Shock Miami
- The current site characteristics “Sponsor,” link provides a list of sponsors for Culture Shock Miami
- The current site characteristics “About Us,” link provides a quick overview about the program and it also includes the County sponsorship tagline
- The current site characteristics “How It Works,” link provides information on where to get event information, step by step instructions on how to purchase a ticket and what the student needs to do to pick up the tickets

- The current site characteristics “Express yourself,” link provides students with access and ability to post comments and upload videos
- The current site characteristics “Get connected,” link provides other sources of information on the arts

2.2.3 CURRENT SITE CHARACTERISTICS FOR SMDCAC HOMEPAGE:

The two primary functions of SMDCAC’s current web site, www.smdcac.org, are to provide information on how to rent the various venues at the theater as well as to provide information on upcoming performances, with the ability to buy tickets on line. The rental tab includes venue information, technical specifications, rental policy, rental fees and an online rental request form. The show tab includes information on upcoming performances with links to artist pages that provide details on the event as well as photos and video. The show pages provide links to the ticketing system (Arts Management System) that allows customers to purchase tickets on line in a seamless manner.

In addition, the site also provides information on the design of the facility, location, directions, parking information, how to contact the Center, employment opportunities, and how to volunteer at the Center (through an on-line volunteer registration form). The site includes a news section where recent press articles, blog postings, and other information are shared. The site also has a tab which allows users to sign up to be on the Center’s mailing list.

The current site allows for SMDCAC staff to make changes to the site in a simple user-friendly manner.

2.2.4 CURRENT WEBSITE REQUIRING INTEGRATION

For Culture Shock Miami the proposed website will be required to integrate with TicketWeb.com, an online ticketing platform designed to market and sell tickets to cultural events.

For SMDCAC, the proposed website will be required to integrate with Arts Management System (AMS) v9.11, from Arts Management Systems Ltd <<http://www.artsman.com/>>. AMS manages ticketing for SMDCAC and serves as the facility management tool for the Center.

2.3 TASK AND SERVICES TO BE PROVIDED:

The redesigned websites will create an interactive experience which will foster a sense of community. Organizations will have the ability to include enhanced content. Visitors will be able access video clips, post reviews and critiques and participate in discussions about the events, creating an online community.

The overall functionality of the new websites must focus on ease of use. Visitors should never be more than two or three clicks away from finding the information they need. Although one of the goals is create a sense of community and encourage sharing of ideas, the primary use is to get information on cultural events and to purchase tickets.

The websites should provide creation of a press page and news page that will feature outside articles and press releases. The website should include a section for secure photo access for working journalists to download images with a password. Such images must be able to be labeled with photo credit information.

The selected Proposer will be responsible for hosting, maintaining and ensuring the redesigned sites are fully functional. The selected Proposer shall also design and develop a new database to replace the Cultural Resource Directory that allows CUA staff and public users the ability to create, view and update information about relevant cultural programs, facilities and services. The website shall include a Content Management Solution that provides CUA staff with the ability to update, modify, and create site content.

2.4 WEBSITES REQUIRED FEATURES AND FUNCTIONALITY

The selected Proposer shall provide redesigned websites that are visually interesting and interactive. At a minimum, the redesigned websites should provide the following features:

Overall Website Functionality /Requirement Description

- Webpage design featuring: robust, information filled snapshot of programs, easy access to all sub-areas via intuitive navigation and layout, pocket windows, visible capsules of information, and drop-down menus
- Ability for the general public to post reviews, auditions and volunteer opportunities and for Cultural Affairs staff to review and make changes
- Ability for website to interface with email marketing system (i.e. Constant Contact, MailChimp, EnFlyer) to allow visitors to sign up for e-newsletter lists
- Ability for website to integrate easily-updatable calendars
- Performance calendar with search capability (date and genre) for the General Public.
- Website capability for an automated newsfeed and calendar of upcoming deadlines and meetings
- Ability for General Public to search event listings by genre, geographic location (e.g., Broward vs. Miami-Dade or north Miami-Dade vs. south Miami-Dade), date, organization, or venue within the website
- Ability for General Public to map venues
- Proposer must provide accessibility to Mobile phone platforms (iOS, Blackberry, Android, etc.)
- Proposer provides search engine optimization for all websites
- Ability for CUA staff to optimize web pages when new pages are created
- Ability for proposer and website design to comply with Miami-Dade County branding requirements
- Ability for website to export Culture Shock Miami calendar of events in a spreadsheet format
- Ability for Culture Shock Miami website to accept online form submissions (such as event and ticket donations from cultural organizations, etc.) and have the event information automatically populate in the correct format onto the site as an event listing once approved by CUA staff.
- Ability for websites to export metrics (such as number of ticket donations, visitors, etc.) into downloadable reports based on a specific timeframe
- Ability for website to integrate with social networking sites such as: Facebook, Flickr, YouTube, Twitter, Tumblr, Foursquare, Disqus, LinkedIn, etc.
- Capability to display videos, photos, and scrolling photo slideshows

- Ability for CUA staff to make text and image changes to the sites, add or delete pages, add or delete social media widgets and profiles
- Website provides direct access to the CUA online grant system
- Website provides direct links to internal and external sites (Culture Shock Miami, Art in Public Places program, SMDCAC, State of Florida resources, etc.)
- Website provides friendly HTML (text and images can be freely copied)
- Ability for general public to view and download promotional materials, brochures and other documents
- Website capability to display in a variety of web browsers (Firefox, Chrome, Safari) and operating system platforms (Windows, Mac, Linux)
- Website is ADA compliant (i.e. screen reader, text size toggle function, text color options)
- Future website capability for an on-line boutique (ecommerce)
- Website provides Image Auto-formatting / resizing capability
- The selected Proposer shall have the ability to design and develop a new database that allows CUA staff and public users the ability to create, view and update information about relevant cultural programs, facilities and services

Interfaces Requirement Description

- Ability for website to integrate with Arts Management System
- Ability for website to integrate with TicketWeb.com

Reporting Requirement Description

- Ability for website to track site visitation and other web analytics

Blog-Specific Features/ Requirement Description

- Future capability for development of a blog, at least one for each website
- Automated image resizing
- Easy featuring of articles (one-click)
- One-click post layout
- Expiration dates for featured articles

2.5 TRAINING SERVICES TO BE PROVIDED

The selected Proposer shall provide on-site Content Management Solution (CMS) training to staff and provide troubleshooting. The selected Proposer will ensure that ten (10) core users have the ability and knowledge to update and perform basic site maintenance. The selected Proposer will also need to provide training documentation of functionality with the potential for remote training experiences.

2.6 HOSTING AND TECHNICAL SUPPORT SERVICES TO BE PROVIDED

The proposed websites shall be available 24 hours per day, 7 days per week to allow members of the public to access and view cultural events and activities. The selected Proposer should have technical support services available on a toll free basis for CUA staff, 7 days per week between the hours of 8:00 AM and 12:00 AM (Midnight) to address potential support issues.

The selected Proposer shall provide all hosting, maintenance, and technical support services for the Website throughout the term of the contract. These services shall include updates and upgrades to the Website to maintain compatibility with future Web Browser releases fixes and patches to issues pertaining to the site functionality, and ensure an average uptime of 98%. The selected Proposer shall provide the County with the ability to export and download content as a backup for all data. Scheduled maintenance of the website shall be coordinated in advance with the County to ensure minimal disruption.

2.7 CONFIGURATION AND PROGRAMMING SERVICES TO BE PROVIDED

The selected Proposer shall be responsible for all programming, graphic design, on-site design meetings, and configuration services for the proposed websites as required. The selected Proposer shall be responsible for ensuring that the redesigned websites operate according to the final design documents approved by the County upon award of the resultant contract. All required programming, images, graphic designs, and features required for each of the websites shall be tested by the selected Proposer and demonstrated to the County insuring proper functionality for final acceptance and signoff prior to launching the redesigned websites into production for the public and staff.

2.8 OPTIONAL SERVICES TO BE PROVIDED

The County may wish to engage the selected Proposer in optional services during the course of the resultant contract. These services may include additional design work, on-call service for minor updates, and additional programming services for enhancements to the websites as needed. All optional products and/or services must be included in Form B-1, Section C. Such optional products and/or services are not included in the evaluation of proposals and are to be contracted at the sole discretion of the County. **3.0 SUBMITTAL REQUIREMENTS**

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank proposals on criteria listed below. The Review Team will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Review Team member.

Evaluation Criteria		Points
<u>Technical Criteria</u>		
1.	Website Functionality: Proposer's approach to meet the functional and technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation.	35
2.	Proposer's approach and methodology to providing the services requested in this Solicitation including, design, implementation, training, hosting content management and support services.	35
3.	Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	10
<u>Price Criteria</u>		
4.	Proposed price will be evaluated based on the solution proposed and overall best value to the County.	20
Total Points Available Per Review Team Member:		100

4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which the Review Team deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Review Team will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by the Department of Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact the Department of Small Business Development at (305) 375-2378 or access www.miamidade.gov/sba. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Review Team, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Review Team will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Review Team will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion,

begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall:

- a) Complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

A. Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the DPM website at http://www.miamidade.gov/DPM/vendor_registration.asp or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

B. Insurance Requirements

The Contractor shall furnish to the County, Department of Procurement Management, prior to the commencement of any work under any agreement, Certificate(s) of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

C. Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

D. User Access Program

Pursuant to Miami-Dade County Ordinance No. 03-192, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Draft Form of Agreement
Forms A1
Proposal Submission Package
Forms A2 – A6
Form B-1 Price Proposal Schedule

(DRAFT FORM OF AGREEMENT)**WEBSITE REDESIGN AND HOSTING SERVICES**

THIS PROFESSIONAL SERVICES AND HOSTING AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND _____, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF _____, HAVING ITS PRINCIPAL OFFICE AT _____ (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

RECITALS

WHEREAS, the Contractor has submitted a written proposal dated_____, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein. The Contractor has offered to provide the County with Website redesign and hosting services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals, EPP-RFP No.811 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the County desires to procure from the Contractor such Website redesign and hosting services inclusive of all web programming, graphic design, configuration, hosting, training, maintenance, and technical support services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Website which are furnished to the County in connection with the Website.

1.2 "Website Application" shall mean a collection of related web pages containing images, video or other digital assets to be hosted by the vendor, outlined in the Appendix A, (Scope of Services).

1.3 "Maintenance" shall mean the product updates and product upgrades required for the County to achieve optimal performance of the Website.

1.4 "Projects" and "Services" shall mean enhancements or modifications to the Website in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, Website development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of Website, and related consulting activities.

1.5 "Support Services" shall mean the process to resolve reported incidents through error correction, patches, hot fixes, workarounds, replacements or any other type of correction or modification required to fully utilize the Website capabilities.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows:

1) These terms and conditions including all attachments, exhibits, and appendixes and any associated addenda thereof, 2) County's RFP including all Addendums, 3) Contractor's proposal to EPP-RFP No. 811 and any associated addenda and attachments thereof.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) The Contractor shall provide the services set forth in the Scope of Services (Appendix A), and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 6. DELIVERY

6.1 Delivery of the Website shall be according to Appendix A "Scope of Services" and contingent upon final acceptance by the County.

6.2 Documentation. The Contractor shall provide electronic copies of the associated Website Documentation as provided by the developer of the Website to the County upon final acceptance.

ARTICLE 7. AGREEMENT TERM

7.1 The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall continue through the last day of the 36th month following signature. The County, at its sole discretion, reserves the right to exercise the option-to-renew this Agreement for three (3) additional two (2) year terms, for a maximum total of six (6) years.

7.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals.

7.3 Notification. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 8. HOSTING, SUPPORT AND MAINTENANCE SERVICES

8.1 Hosting. Contractor shall provide the County with the required hosting, unlimited access, maintenance, and technical support services for the Web Services throughout the term of this agreement, including any options or extensions exercised by the County. Contractor will ensure of Web Services availability twenty-four (24)

hours a day, seven (7) days a week, three hundred and sixty five (365) days a year including weekends and holidays, excluding periods of scheduled maintenance at no additional charge.

8.2 Technical Support Services. Technical Support Services shall include but not be limited to general support activities; remedial resolution activities to resolve System issues; correcting programming and coding errors; and supplying solutions to known system errors which affect the operation any or all portions of the Website. Technical Support Services shall be available from the hours of 8:00AM to 12:00AM (Midnight), seven (7) days a week (Eastern Standard Time).

Contractor shall provide telephone advice and e-mail assistance by individuals with experience in functional and operational areas of the Website regarding issues involving the usage of the System (rather than error correction), including, but not limited to, advice and assistance covering the System, and general usage issues such as capacity and/or response times.

The Support Services shall be conducted in the following manner:

For the term of this Agreement, Contractor shall provide technical support via telephone and/or e-mail. Contractor shall provide a list of assigned contact names and phone numbers (a "Contact List") for technical support. The Contact List may be updated by Contractor from time to time upon written notice to County, provided that if County has any reasonable objections to any such revisions, Contractor will work with County to resolve such objections. Contractor will provide after hours emergency technical support 24x7x365 via a telephone support paging system. Contractor guarantees a call-back to the County within 60 minutes of the initial after hours emergency telephone page.

For this purpose, the County will contact the Contractor and indicate the exact problem description and a classification based on the following priority levels:

The categories are Priority 1, 2, and 3 as further defined below:

"Priority 1 – Critical Business Impact Event" means the impact of the reported defect is such that the County or third party users are unable to either use the System or reasonably continue work using the System.

- Contractor shall respond to the County within one (1) hour of notification. Contractor guarantees a minimum of one-hour continuous effort on Priority 1 issues. Following the one-hour of continuous effort, Contractor will use all reasonable efforts to resolve the issue. Contractor shall use commercially reasonable efforts to resolve or reduce to Priority 2 all Priority 1 Events within eight (8) hours after notification.

"Priority 2 – Significant Business Impact Event" means important features of the System are not working properly. While other areas of the System may not be impacted, the reported defect has created a significant, negative impact on the County's productivity and/or service level.

- Contractor shall maintain a response time goal of four (4) hours and shall use commercially reasonable efforts to resolve or reduce to Priority 3 all Priority 2 Events by the close of the next business day after notification.

"Priority 3 – Some Business Impact Event" means features of the System are not working properly, but County impact is minimal loss of operational functionality but the System can still operate.

- Contractor shall maintain a response time goal of one (1) day and shall use commercially reasonable efforts to resolve the Event in a time period to be mutually agreed upon by both parties.

8.3 Customer Support Services. For the term of this Agreement, Contractor shall provide telephone advice and e-mail assistance by individuals with experience in functional and operational areas of the Website to public users of the Web Services regarding issues involving the usage of the System (rather than error correction), including, but not limited to, advice and assistance covering the System, and general usage issues such as capacity and/or response times.

8.4 Maintenance Services. Maintenance Services shall be conducted in the following manner:

- a) Contractor shall offer the County all Website error corrections, upgrades, patches and fixes, Updates, Upgrades, and Releases of the Website as they are made available by the Website developer at no additional charge.
- b) Contractor shall provide notice to the County via E-mail when new minor/medium/major updates are available and will advise of any System downtime.

ARTICLE 9. WEBSITE MODIFICATIONS

9.1 Website Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Website. When requested by the County, the Contractor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost and/or temporary revenue sharing proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

- a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
- b) Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Website, and any and all Documentation relating to the Website and or enhancements/modification thereto.

ARTICLE 10. IMPLEMENTATION SERVICES

- a) The County shall accept or reject the Website and/or Deliverables within fifteen business (15) days of receipt unless otherwise provided elsewhere in this Agreement.
- b) If the Contractor fails to provide deliverables within the time specified or if the Website and/or Deliverables delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the delivered Website and/or Deliverable or may accept any item of Website and/or Deliverable and reject the balance of the delivered Website and/or Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement for the Website and/or Deliverables for such items of rejected Deliverables and/or Website within fifteen (15) business days of Contractor's receipt of the County's rejection notice.
- c) The Contractor shall bear the risk of loss or damage to delivered Website and/or Deliverables until

the time the Project Manager certifies that the System(s) has successfully completed the System Acceptance test whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.

- d) Contractor agrees to commence implementation of the Website according to the Implementation Schedule unless a different time for implementation is otherwise mutually agreed upon by the parties hereto. All implementation services will be performed during normal business hours. Whenever possible, however some services to be provided may be required outside of normal business hours to accommodate County operations. Work to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation services without interruption and in accordance with the Implementation Schedule, so that such Website is in good working order and ready for use by the dates set forth in the Schedule.
 - 1. Contractor agrees to do all things necessary for proper implementation of the Website and to perform its implementation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work to complete Website installation. Unless otherwise agreed to by the County, Contractor agrees as part of the implementation to perform all required services to successfully achieve all objectives set forth in the scope of work , including, but not limited to, (a) system configuration; (b) interface development ; (c) Website testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the System; and (g) any additional services necessary to ensure Contractor's compliance with this Article 11.
- e) Website testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Website in conformance with the requirements of the Contract. This will include an actual demonstration of all required Website functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

ARTICLE 11. TESTS

The Contractor shall configure and program the Website to conform to the Scope of Services. The Website and associated equipment will be subject to several tests, including a System Acceptance test as further defined in the Scope of Services, Implementation Plan, and Acceptance Criteria to be developed and agreed by both parties. To assure System performance, the County's Project manager will coordinate all testing of the Website and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Scope of Services.

Failure of the Website to satisfy the acceptance criteria and conform to the requirements set forth in the Scope of Services by the timeframes set forth in the Implementation Timeline may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

After Final Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Website require separate testing periods and sign-off from the County Project Manager prior to migrating it into the production Website. The testing protocol shall be as follows:

- Contractor's Project Manager will provide written notice to the County Project Manager of modifications, fixes, enhancements, and/or new releases of the Website available for testing;
- The Contractor's Project Manager will coordinate all user acceptance testing dates, acceptance criteria, and training for the new functionality for the test group; .
- The County will be granted five (5) business days or other timeframe agreed to by both parties in writing to perform testing based on the outlined functionality being delivered to the County on the Acceptance Criteria sign off sheet;
- The County's Project Manager will provide the Contractor with written notice of acceptance (sign-off) or rejection (with documented material nonconformities in the functionality) within five (5) business days, unless more time is needed, in which case the County will notify the Contractor in writing accordingly;
- Deficiencies found will be noted on the Acceptance Criteria sign off sheet and the Contractor will be provided an opportunity to correct the issues. The Contractor will be required to provide the County with an updated timeline and work around (fix) within three (3) business days unless additional time is requested in writing and agreed by both parties;
- Once the release is accepted, the functionality will be moved into the production module and updated documentation will be provided to the County;

ARTICLE 12. FEES AND PAYMENT

12.1 Fees. Prices shall remain firm and fixed for the term of the Contract as stated in Appendix B "Price Schedule", including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

12.2 Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

12.3 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. Invoices for Professional Service shall be issued in accordance with the Phases and Tasks outlined in Appendix A, "Scope of Services" and Appendix B, "Payment Schedule." Invoices for Website Maintenance and Support Services shall be issued on an annual basis 60 days in advance of the expiration date of the previous year's Services. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. In the event of any difference concerning the payment obligations between the parties, the County, by the County Manager, shall deliver a clear statement of its position on all matters at issue not later than sixty (60) days after the date on which the subject invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Department of Cultural Affairs
111 NW 1st Street, Suite 625
Miami, FL 33128

Attention: Jessica Berthin

Phone: (305) 375-1067
Fax: (305) 375-3068
E-Mail: berthin@miamidade.gov

The County may at any time designate a different address and/or contact person by giving written notice to the Contractor.

ARTICLE 13. PROTECTION OF WEBSITE CONTENT

13.1 Proprietary Information. The Contractor acknowledges that all Website Content in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could hard the County's proprietary interest therein.

13.2 Proprietary Rights. The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

ARTICLE 14. CONFIDENTIALITY

14.1 Acknowledgement. As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law.

14.2 All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, may include Confidential Information and if so, may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose.. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County.

14.3 The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the

confidentiality of the Confidential Information.

14.4 It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 15. WARRANTIES

15.1 Limited Warranty. Contractor represents and warrants to the County that the Website, when properly implemented for the County, will perform substantially as described in Contractor's then current Documentation for such Website for a period of one year from the date of acceptance.

15.2 Limitations. Notwithstanding the warranty provisions set forth in Section 15.1 above, all of Contractor's obligations with respect to such warranties shall be contingent on County's use of the Website in accordance with this Agreement and in accordance with Contractor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Website which are the result of accident, abuse, misapplication, or extreme power surge.

ARTICLE 16. INDEMNIFICATION AND INSURANCE

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in the amount of \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2430
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this Agreement.

The Contractor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the Contractor to provide the required certificate of insurance within fifteen (15) business days may result in the Contractor being deemed non-responsible and the issuance of a new award recommendation.

The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this Article remain in force for the duration of the contractual period; including any and all option years that may be granted to the Contractor in accordance with Article 7 of this Agreement. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Article 16 of this Agreement.

ARTICLE 17. DEFAULT AND TERMINATION

17.1 Termination based on fraud. The County may terminate this Agreement if the Contractor, an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other Agreement(s) that such individual

or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

17.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- a) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement for convenience only, the Contractor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) All compensation pursuant to this Article are subject to audit.

17.3 Termination for Default. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 15 (Confidentiality) or makes an assignment in violation of Article 20 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

17.4 Effective Date of Termination. Termination due to a material breach shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

17.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Website and Documentation.

ARTICLE 18. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager:

Miami-Dade County
Department of Cultural Affairs
111 NW 1st Street, Suite 625
Miami, FL 33128

Attention: Jessica Berthin

Phone: (305) 375-1067
Fax: (305) 375-3068
E-mail: berthin@miamidade.gov

and to the Contract Manager:

Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Dakota Thompson, CPPB
Phone: (305) 375-2356
Fax: (305) 375-5688
E-Mail: dakota@miamidade.gov

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 19. NONASSIGNABILITY

Contractor shall not assign this Agreement or its rights hereunder without the prior written consent of the County.

ARTICLE 20. INSPECTOR GENERAL REVIEWS

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement

process including but not limited to project design, bid specifications, proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption. Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (proposal preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; (n) interlocal agreements; and (o) grant agreements granting not-for profit organizations Building Better Communities General Obligation Bond Program funds. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

ARTICLE 21. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in Agreement, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida, the county of Miami-Dade.

ARTICLE 22. COUNTY USER ACCESS PROGRAM (UAP)

22.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

22.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Agreement pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

22.3 Contractor Compliance. If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with this Agreement.

ARTICLE 23. VENDOR REGISTRATION AND FORMS

(A) Vendor Registration. The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code)

2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8.1(d)(2) of the County Code)

3. Miami-Dade Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code)

4. Miami-Dade Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the County Code)

5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code)

6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the County Code)

7. Miami-Dade County Code of Business Ethics

(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code)

9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code)

10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code)

11. Subcontracting Practices
(Ordinance 97-35)

12. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code)

13. Environmentally Acceptable Packaging
(Resolution R-738-92)

14. W-9 and 8109 Forms

Affidavit

(as required by the Internal Revenue Service)

15. FEIN Number or Social Security Number

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes

- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. Office of the Inspector General

(Section 2-1076 of the County Code)

17. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida

(B) Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 24. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 25. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No

elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 26. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the same shall be deemed to be of no effect and deemed stricken from this Agreement. The remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 27. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, and shall be treated as Termination for Convenience. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

ARTICLE 28. FORCE MAJEURE

Neither party hereto shall be responsible for any failure or delay in the performance of any obligation hereunder if such failure or delay is due to a cause beyond the party's control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes or governmental acts.

ARTICLE 29. SURVIVAL

The parties acknowledge that the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement date set forth below.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Corporate Secretary

Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

PROPOSAL SUBMISSION PACKAGE
Request for Proposals (RFP) No. EPP-RFP811
WEBSITE REDESIGN AND HOSTING SERVICES

In response to the Solicitation, Proposer shall **RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE** as follows:

1. Form A-1, Cover Page of Proposal

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Microsoft Word) at the Solicitation web page.

3. Affidavits/Acknowledgements

Complete and sign the following forms:

Form A-2, Lobbyist Registration for Oral Presentations

Form A-3, Acknowledgement of Addenda

Form A-4, Local Business Preference

Form A-5, Proposer's Disclosure of Subcontractors and Suppliers

Form A-6, Fair Subcontracting Policies

4. Form B-1, Price Proposal Schedule

Complete following the requirements therein.

Submit in hardcopy format an original, complete Proposal Submission Package and six (6) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows. Proposers are requested to submit an electronic version of the Proposal in PDF format or equivalent. Electronic media submitted may be either a Compact Disk (CD) or USB Flash Drive and shall bear a label on the outside containing the RFP number and name, the name of the Proposer. All electronic media submitted to the County will not be returned to the Proposer.

Proposer's Name

Proposer's Address

Proposer's Telephone Number

Clerk of the Board

Stephen P. Clark Center

111 NW 1st Street, 17th Floor, Suite 202

Miami, FL 33128-1983

RFP No.: EPP-RFP811

RFP Title: Website Redesign and Hosting Services

Proposal Due Date: April 13, 2012

Form A-1

PROPOSER'S NAME (Name of firm, entity or organization):**FEDERAL EMPLOYER IDENTIFICATION NUMBER:****NAME AND TITLE OF PROPOSER'S CONTACT PERSON:**

Name:

Title:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:

()

FAX:

()

E-MAIL ADDRESS:**PROPOSER'S ORGANIZATIONAL STRUCTURE:**

____ Corporation

____ Partnership

____ Proprietorship

____ Joint Venture

____ Other (Explain): _____

IF CORPORATION:

Date Incorporated/Organized: _____

State Incorporated/Organized: _____

States registered in as foreign corporation: _____

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:**LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:****CRIMINAL CONVICTION DISCLOSURE:**

Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Signed By: _____ Date: _____

Print Name: _____ Title: _____

Proposer Information

Website Redesign and Hosting Services

Proposer's Experience and Past Performance

1. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
2. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
3. Provide a minimum of two (2) references from similar scope implementations. All of the references shall be customers who are currently using or have used the system proposed in your response.

References Must Include: Name of the Agency
Name of the Contact Person
Contact Person's Phone Number
Contact Person's E-mail Address
Time Period Utilized

4. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

Key Personnel and Subcontractors Performing Services

5. Identify all key personnel and describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, including those of subcontractors, who will be assigned to this project.
6. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

Proposed Website Functionality and Approach to Providing the Website Redesign and Hosting Services

7. Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services outlined in Section 2. Specifically describe how Proposer will meet the needs outlined in Section 2.0.
8. Provide the overview and detail of the redesigned websites requirements including the proposed look and feel. Provide information pertaining to all portions of the proposed redesigned websites, including the user browser requirements, tie-in to social media, ability to interface with required applications, and applicable web services.
9. Provide a detailed description of the Content Management Solution that is offered as part of the Proposal to the County. This should include an explanation of whether the system is provided by a third party (Wordpress, Drupal, Joomla, etc.), or a customized solution, specific to this project.
10. Provide a detailed description of the training services that are offered as part of the Proposal to the County. Provide the recommended number of on-site training hours, as well as any other type of training, including, but not limited to on-line tutorials, web seminar training (if available), training documentation, etc.
11. Describe Proposer's specific project plan, timeline, and procedures to be used in providing the services in the Scope of Services (see Section 2.0). The project plans include a comprehensive description of the design and implementation services to be provided. Proposers are to discuss and provide documentation depicting the various project stages, milestones, and necessary Proposer and County staffing. The Proposer must also submit an implementation timeline to include approximate timeframes accounting for all implementation key tasks.
12. Provide a detailed description of Proposer's technical support services including telephone and email support, response times, escalation procedures, days and hours available, etc.
13. Provide a detailed description of Proposer's hosting services that will be provided. Include information regarding the frequency of system updates, system redundancy, failover process and estimated downtime.
14. Proposers shall indicate their capability to fulfill each item listed in the table. Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of services. In order to respond to each requirement, Proposers shall enter a response code in the space provided that best corresponds to their capability of fulfilling that requirement.

If applicable, provide a detailed description of Proposer's direct services versus services provided by subcontractors.

Proposed Price for the Website

15. The Proposer's price shall be submitted on Form B-1 "Price Proposal Schedule" in the manner required on said attached form. All pricing must include **all cost elements** of the Website being proposed.

Exceptions to Terms

16. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

FORMS A-2 THROUGH A-6

Form A-2

**AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION**

(1) Project Title: _____ Project No.: _____
 (2) Department: _____
 (3) Proposer's Name: _____
 Address: _____ Zip: _____
 Business Telephone: (____) _____

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____ Title: _____
 STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, by _____, a _____, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

 (Signature of person taking acknowledgement)

 (Name of Acknowledger typed, printed or stamped)

 (Title or Rank) _____
 (Serial Number, if any)

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 201____

Addendum #2, Dated _____, 201____

Addendum #3, Dated _____, 201____

Addendum #4, Dated _____, 201____

Addendum #5, Dated _____, 201____

Addendum #6, Dated _____, 201____

Addendum #7, Dated _____, 201____

Addendum #8, Dated _____, 201____

Addendum #9, Dated _____, 201____

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

Form A-4

LOCAL BUSINESS PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

1. Proposer has a valid Local Business Tax Receipt (formerly known as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address _____

3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- ☐ a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.
- ☐ b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- ☐ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an inter-local agreement in effect between Miami-Dade and Broward Counties until September 30, 2011. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____. He/She is personally known to me or has
(Affiant)
presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____
(State)

Notary Seal

**Form A-5
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)**

Name of Proposer _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Signature of Proposer's
Authorized Representative

Print Name

Print Title

Date

(Duplicate if additional space is needed)
Form A-5(new 5/7/99)

FORM A-6

*FAIR SUBCONTRACTING POLICIES
(Section 2-8.8 of the Miami-Dade County Code)*

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

**FORM B-1
PRICE PROPOSAL SCHEDULE**

Form B-1 - Price Proposal Schedule**WEBSITE REDESIGN AND HOSTING SERVICES****INSTRUCTIONS:**

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. The Proposer must submit this Form B-1 "Price Proposal Schedule" together with the other components of the Proposal Submission Package in one package for evaluation. Pricing must include **all cost elements** related to the implementation of these websites including but not limited to travel, warranty, integration, Website Hosting, maintenance, support, and technical support services provided in the Proposal response.

A. PROPOSED PRICE

The Proposer shall state its price for providing all services as stated in Section 2.0 - Scope of Services.

**TOTAL PROPOSED PRICE FOR THE
INITIAL THREE (3) YEAR TERM:**

\$ _____

Note: A payment schedule will be negotiated with the selected Proposer and based upon project milestones and deliverables (e.g., installation, County's final acceptance of deliverables, etc.)

B. BREAKDOWN OF PROPOSED PRICE

The Proposer shall provide a breakdown of the "Proposed Price" stated in Section A, above, as provided for in the tables below. Items that are not applicable shall be identified as "N/A"; items that are at no charge to the County shall be identified as "N/C".

DESCRIPTION	PRICE
Hosting and Maintenance Service Fees (Must include all cost components of Website. Please provide detailed cost breakdown below in Table 1)	\$
Website Redesign, Programming, and Configuration Services (Please provide detailed cost breakdown below in Table 2)	\$
Website Customization / Integration Services (Please provide detailed cost breakdown below in Table 3)	\$
Training Services (Please provide detailed cost breakdown below in Table 4)	\$
Miscellaneous Costs including Travel Expenses (if applicable) (Please provide detailed cost breakdown below in Table 5)	\$
*Total Proposed Price for Initial Three Year Term:	\$

*** Note: Total Proposed Price shall be equal to the Proposed Price stated in Section A above.**

TABLE 1 - PRICE BREAKDOWN FOR HOSTING AND MAINTENANCE FEES

Description/Milestone	Price
Hosting and Maintenance Fees – Year 1	\$
Hosting and Maintenance Fees – Year 2	\$
Hosting and Maintenance Fees – Year 3	\$
Total for Hosting and Maintenance Fees:	\$

TABLE 2 - PRICE BREAKDOWN FOR WEB REDESIGN, PROGRAMMING, DESIGN, AND CONFIGURATION SERVICES

Description/Milestone	Price
	\$
	\$
	\$
	\$
Total for Web Redesign, Programming, and Configuration Services:	\$

TABLE 3 - PRICE BREAKDOWN FOR WEBSITE CUSTOMIZATION / INTERFACE SERVICES

Description/Milestone	Price
	\$
	\$
	\$
	\$
Total for Website Customization / Interface Services:	\$

TABLE 4 - PRICE BREAKDOWN FOR TRAINING

Description/Milestone	Price
	\$
	\$
	\$
	\$
Total for Training:	\$

TABLE 5 - PRICE BREAKDOWN FOR MISCELLANEOUS COSTS INCLUDING TRAVEL EXPENSES

Description/Milestone	Price
	\$

TABLE 5 - PRICE BREAKDOWN FOR MISCELLANEOUS COSTS INCLUDING TRAVEL EXPENSES

	\$
	\$
	\$
Total for Miscellaneous Costs including Travel Expenses:	\$

C. OPTIONAL SERVICES

The Proposer shall state its price for providing all Optional Services and related services as provided for in the table below. **These prices should not be included in the Proposer's Total Proposed Price.** Unless otherwise negotiated by County and selected Proposer, these rates will remain in effect for the duration of any contract issued as a result of this RFP, including all option-to-renew periods and extensions exercised by the County.

OPTIONAL YEARS TO RENEW (OTR) FEE SCHEDULE

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
OTR 1 – Hosting and Maintenance Service Fees (Years 4 through 5)		\$
Hosting and Maintenance Service Fees Year 4	\$	
Hosting and Maintenance Service Fees Year 5	\$	
OTR 2 - Hosting and Maintenance Service Fees (Years 6 through 7)		\$
Hosting and Maintenance Service Fees Year 6	\$	
Hosting and Maintenance Service Fees Year 7	\$	
OTR 3 - Hosting and Maintenance Service Fees (Years 8 through 9)		\$
Hosting and Maintenance Service Fees Year 8	\$	
Hosting and Maintenance Service Fees Year 9	\$	
Total for all Optional Years to Renew Hosting and Maintenance Service Fees:		\$

Proposer should provide rates for disciplines of its personnel for any additional services requested by County which are not part of this Scope of Services, but may become necessary at a later time as outlined in Section 2.8.

Position	Proposed Rate
Web Developer	\$ Per Hour
Junior Web Developer	\$ Per Hour
On-call Service for Minor Updates	\$ Per Hour
On-Site Training (Per Day, beyond initial training)	\$ Per Day
Other	

Notes:

1. *Compensation to the selected Proposer for Additional Services shall be based on the projects assigned. The selected Proposer shall use agreed upon hourly rates to calculate the not-to-exceed cost statement required for each project.*