



CITY OF COLLEGE PARK, MARYLAND

REQUEST FOR PROPOSALS CP-17-15

WEBSITE REDESIGN

Issued by:

CITY OF COLLEGE PARK, MARYLAND
4500 Knox Road
College Park, Maryland 20740-3390

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Issue Date: August 28, 2017

Proposal Due Date: September 28, 2017

CITY OF COLLEGE PARK, MARYLAND
REQUEST FOR PROPOSALS CP-17-15 – WEBSITE REDESIGN
Table of Contents

<u>Section</u>	<u>Title</u>	<u>Begins on</u> <u>Page No.</u>
	Request for Proposals CP-17-15 Advertisement	4
	<u>SPECIFICATIONS</u>	
1	Background	5
1.1	City of College Park Mission Statement	5
1.2	Demographics	5
1.3	City Staffing	5
1.4	Current Website at www.collegeparkmd.gov	5
1.5	Website Updating	6
2	Statement of Work	6
2.1	Project Purpose	6
2.2	Project Scope	6
2.3	Statement of Work and Timetable Revision	10
2.4	Examples	10
2.5	Tentative Project Schedule	10
2.6	City Involvement in Redesign Process	10
3	RFP and Bid Submittal Process	11
3.1	RFP Issuance	11
3.2	RFP Addenda (if any)	11
3.3	Bid Submittal Requirements	11
3.4	Bid Opening	12
4	Bid Evaluation	12
4.1	Evaluation Criteria	12
4.2	Right to Cancel	13
4.3	Other Provisions	13
4.4	Contract Award	14

<u>Section</u>	<u>Title</u>	<u>Begins on Page No.</u>
5	Training and Website Support	14
5.1	Training	14
5.2	Website Support	15
6	Estimated Budget and Resources Required	15
7	Warranty and Maintenance	15
8	Additional Information	15
	<u>FORMS</u>	
	Bid Proposal Form	18
	Proposed Statement of Work, Which Identifies Timetable, Key Milestones, Project Phases and Other Project Details	20
	Information Regarding the Bidder	21
	Affidavits	24
	SAMPLE CONSULTANT AGREEMENT	27

CITY OF COLLEGE PARK, MARYLAND
REQUEST FOR PROPOSALS CP-17-15 – WEBSITE REDESIGN
Advertisement

The City of College Park, Maryland, requests sealed bid proposals from qualified website design providers to redesign the City's existing website, as more fully described in the Bid Documents.

Five copies of the bid proposal must be submitted on the specified forms, in full compliance with the specific requirements stated in the Bid Documents, in a sealed envelope or box marked CP-17-15, and delivered to the City of College Park, Finance Department, 4500 Knox Road, College Park, Maryland 20740, no later than September 28, 2017 at 2:00 p.m. EST.

Copies of the Bid Documents may be downloaded from the City's website at www.collegeparkmd.gov. Requests for printed copies should be directed to the City of College Park's Finance Department, 4500 Knox Road, College Park, Maryland 20740, Monday - Friday 8:00 a.m. - 5:00 p.m. (telephone 240-487-3509, option 1).

Any questions about the RFP or the project services must be submitted to the Project Manager no later than September 13, 2017. All responses will be posted to the City's website at www.collegeparkmd.gov

The City of College Park is an Equal Opportunity Employer. Employment decisions are made without regard to race, color, religion, national origin, sex, ancestry, marital status, age, sexual orientation, genetic information, gender identity, disability, or any other legally-protected characteristic.

The City reserves the right to reject any and all bids based on the best interest of the City. The Project Manager for this contract is Ryna Quinones, Communications Coordinator, tel. 240-487-3508; e-mail: rquinones@collegeparkmd.gov.

CITY OF COLLEGE PARK, MARYLAND
REQUEST FOR PROPOSALS CP-17-15 – WEBSITE REDESIGN
Specifications

SECTION 1: BACKGROUND

1.1 City of College Park Mission Statement

The City of College Park provides open and effective governance and excellent services that enhance the quality of life in our community.

1.2 City Overview

The City of College Park (“the City”) is located approximately 7 miles northeast of the District of Columbia. The area that includes College Park was originally settled in 1745, and the City was incorporated as a municipality under Maryland state law on June 7, 1945. The City of College Park is a vibrant and prosperous top 20 college town, which has established collaborative relationships with the residents, the University, businesses, non-profit sector, and other governments that benefit the entire community. The City is known for distinctive and connected neighborhoods, thriving commercial districts, cultural amenities, attractive green space and streetscapes, convenient transportation systems serving all users, and a strong sense of community pride.

The City is the home of University of Maryland College Park (“UMCP”), the flagship campus of the University System of Maryland, with a combined undergraduate and graduate population of approximately 36,000 students and a campus spanning 1,500 acres. In addition, the City is home to University of Maryland University College (“UMUC”), which provides degree and non-degree programs and adult education on campus and through the Internet. The estimated current population of the City is over 32,000. The City comprises approximately 5 square miles.

1.3 City Staffing

The City has approximately 110 employees in Administration; Finance; Public Services; Planning, Community and Economic Development; Public Works; and Youth, Family and Senior Services, working in 4 different buildings. The City Information Technology Office consists of a Manager, an IT Tech, a Network Administrator, and a Programmer Analyst.

1.4 Current Website at www.collegeparkmd.gov

The City’s first website was developed over 16 years ago by City IT staff and has always been hosted by the City. The current City website was developed by Revize in 2011. It has been expanded over time and redesigned several times. Originally static, interactive functions were added over the past several years, including online parking ticket payments and searchable databases of rental properties and code enforcement violations.

1.5 Website Updating

At present, all updating of website material is done by the IT techs, designated individuals from each department, and the Communications Coordinator.

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

2.1 Project Purpose

The purpose of this Request for Proposals (RFP) is to obtain proposals to redesign the City’s website. The existing website provides valuable information for the City’s diverse audience. However, the current site is outdated, lacks newer technological capacities, and isn’t as user-friendly as the needs of today dictate. In this website redesign project, the City seeks to develop a new highly user-friendly, customizable, intuitive and dynamic site that provides up-to-date information to residents, businesses, students and visitors about the benefits of the City of College Park as a place to live, visit, work and play.

2.2 Project Scope

All City departments, and Council-appointed advisory boards, will have a presence on the new website, including Administration; Finance; Public Services; Planning, Community and Economic Development; Public Works; and Youth, Family and Senior Services departments. The selected bidder, as primary contractor, will be responsible for guiding the City through the appropriate steps to produce an organized and easy-to-use modern website. The development approach outlined in the bidder’s proposal should present a clear picture to City staff of the bidder’s plan and direction for this project. In response to this RFP, the bidder must address these major components: Visual, Operational, Updates, Maintenance, and Technology Transfer Components.

a. Visual Components

The redesigned website must provide:

- A quick, easy to navigate and user-friendly way to locate information without requiring the customer to understand city government or the city organization.
- Mobile and tablet optimized. Mobile site needs to be highly user-friendly, attractive, and effectively work across all platforms.
- Unique and attractive landing page with modern functionality and design.
- A clean, modern and appealing user-friendly look with an attractive mix of text, graphics, videos, animations, and more for visual impact.
- Ability to create and design micro-sites within the main architecture to promote events, initiatives, sister-sites, etc. Micro-sites must have the ability to vary in look, layout, design and feel from the main site.

- Brand consistency. Each section of the main site (outside of the landing page) should have a cohesive look and feel. Department sites can vary in look and features, however there should be commonality across the site.
- Exceptional usability with ease of navigation.
- A robust search mechanism that searches text within PDF documents, images and more. Search feature must be contained within the site and not use an outside search engine with advertising.
- Compliance with the Americans with Disabilities Act (www.ada.gov/websites2_prnt.pdf) including Section 508 of the Workforce Rehabilitation Act, and meeting, Web Content Accessibility Guidelines (“WCAG”) 2.0 A and AA guidelines.
- Breadcrumb navigation is preferred.
- Navigational options with departmental structure, type of service, type of document, or type of user including (but not limited to), the following types of users:
 - residents, businesses, visitors, prospective residents, University of Maryland students, civic groups and associations, youth and senior groups, any person or firm seeking to obtain information about the City, and other government agencies
- Customizable headers and footers.
- Alert message feature that can: pop-out (contained and not a new window), and/or scroll across the top or bottom of the page, and/or is visible across the site.
- A document library to display maps, applications, forms, current documents and archives in an easily accessible and organized manner. Separate document libraries for each department are preferred; however there should also be a master document library as well. The document library must be able to check for duplicates and deletion of old documents must be simple.
- A News section.
- A “printer-friendly” and social media component on each webpage for ease of use.
- The ability to complete interactive online forms and surveys, with an option to send/submit automatically to various City email addresses.
- The ability to function effectively with common browsers.
- Links to download browser supplement products, i.e., Acrobat Reader.

b. Operational Components

The redesigned website must include:

- A Content Management System (CMS) or something similar which permits non-technical staff, regulated by security access levels, to update web page content with final approval of content by site administration.
- A required approval feature for the webmaster to approve/deny all CMS posts prior to publishing.

- Ability to edit and adjust the CSS code and other design aspects easily.
- Testing environment for design and other site changes.
- State-of-the-art security, site protection and permissions.
- The ability to require “publish” and “expiration” dates for all content.
- Robust archive of all published material that is easily searchable and accessible.
- Ability to access history and pull information easily.
- Ability to work with existing City of College Park implemented systems, capabilities, and functionality including, but not limited to:
 - Granicus (Internet video streaming of Mayor and Council meetings and worksessions), CRM software, online parking ticket and personal property tax payments, database connection, economic development website, carousel display (character generator) and translation feature
- Integration to social media, including, but not limited to, Facebook, Twitter, Instagram, RSS Feeds, etc.
- An easy-to-update Frequently Asked Questions (FAQ) section and dynamically generated site map organized by topic that will redirect the requestor to the correct web page.
- An Accessibility page with information regarding ADA Compliance including TTY, scalable type, assistive technology and more.
- Privacy Policy and Terms of Use page
- An ability to create online forms.
- A customizable site statistics and analytics reporting system.
- Document size limit cannot be lower than 200mb.
- Blog capability for multiple pages.
- Use of HTML5 coding and not flash is preferred.
- Easy access to the backend of the site.
- Beta site for user testing prior to the release.
- Migration of documents from previous site is not required but desired.

c. Updatability Components

The redesign of the website must include the following features:

- Ability to add HTML code.
- Ability to add or adjust CSS code.
- Ability to add iframes, javascript, and other functionality.
- A framework and architecture that will permit future expansion and the addition of new online services as the City’s budget, technology needs and demand dictate.

d. Maintenance Components

The redesign of the website must include the following features:

- The City’s preference is for “open source” rather than proprietary software. If proprietary software is proposed rather than “open source”, bidder should

provide an explanation of why the bidder believes this choice to be in the City's best interest.

- Ability for the design and all of its content, software and architecture to become property of the City of College Park upon completion and acceptance of the website and to be operated and maintained by City personnel. The bidder must provide site privacy and intellectual property policies as well as the baseline site inventory to the City. The City will host its website on its own servers.

e. Technology Transfer Components

The scope of this project is to replace the existing website, including site planning, interface design, content management and production. The new site must include a technology solution that allows in-house staff to easily and cost-effectively maintain, update content, and modify site design after the initial launch. The bidder must provide transfer of knowledge on the design, development, coding, testing and maintenance of the website to the City's Communications Coordinator and IT staff. The selected bidder will make arrangements with the City's Project Manager to have the appropriate City staff train with the selected bidder. Once the website is transferred to the City and is fully operational, all art, copy, overall design, and content become property of the City.

f. Comprehensive Acceptance and Testing

The Statement of Work must also include complete comprehensive acceptance and testing of the completed website, to include

- Install and configure the website using the selected Content Management System.
- Complete all other work necessary to develop and fully test the website.
- Ensure that the website is fully operational, without errors or broken links.
- Conduct code validation review and provide evidence of code compliance with ADA Section 508 and the 38 points outlined in the Web Content Accessibility Guidelines ("WCAG") 2.0 A and AA guidelines
- Conduct functionality testing while in production URL
- Provide a link checker report to ensure all site resources are properly linked.
- Provide a content inventory to help determine what content should be migrated, archived or deleted.
- Prior to launch, website shall be scanned for code vulnerabilities, and any found vulnerabilities will be successfully remediated.

g. Statement of Work Timetable

The bid response shall include a timetable defining key milestones, resources, and time requirements. The City will rely upon the bid response timetable to develop the

actual project timeline. The City is interested in commencing this project promptly following contract execution.

h. Other Components

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

2.3 Statement of Work and Timetable Revision

Prior to the contract award, the City and the selected bidder may refine the Statement of Work and Timetable submitted by the bidder, if necessary. If modified, the revised Statement of Work and Timetable will be included in the final contract.

2.4 Examples

In preparing your proposals, please look at the following sites for examples of what the City hopes to achieve in the redesign:

- <https://www.boston.gov/>
- <https://www.winchesterva.gov/>
- <http://jamescitycountyva.gov/>
- <http://www.baltimorecountymd.gov/>
- <https://www.sandiego.gov/>
- <https://www.hayward-ca.gov/>
- <https://www.tampagov.net/>
- <http://www.aacounty.org/>

2.5 Tentative Project Schedule (subject to change)

RFP issue date	Monday, August 28, 2017
RFP question period ends	Wednesday, September 13, 2017 @ 2:00 p.m. EST
Response submittal deadline	Thursday, September 28, 2017 @ 2:00 p.m. EST
Review of responses by City staff	
Mayor and Council Worksession review	
Mayor and Council contract award	

2.6 City Involvement in Redesign Process

The selected bidder must be willing to meet with the Communications Coordinator and the City's IT department throughout the website redesign process.

SECTION 3: RFP AND BID SUBMITTAL PROCESS

3.1 RFP Issuance

Upon issuance, the RFP will be posted to the City's website at www.collegeparkmd.gov, the eMaryland Marketplace listing, and possibly other RFP distribution websites. The City may send notification of the issuance of the website redesign RFP to certain potential bidders; this notification does not in any way indicate prequalification of said bidders. No pre-bid meeting is scheduled. Potential bidders with questions about the RFP or its process may contact Ryna Quinones, Project Manager, no later than September 13, 2017 at 2:00 p.m. EST. Her contact information is: tel. 240-487-3508 and e-mail rquinones@collegeparkmd.gov. Questions and responses will be issued in the form of one or more addenda.

3.2 RFP Addenda (if any)

Any addenda to the RFP issued will be posted to the City's website at www.collegeparkmd.gov. It is the bidder's responsibility to check whether any addenda have been issued and to comply with any provisions or changes. Bidders are required to acknowledge receipt of any addenda on the bid submittal form.

3.3 Bid Submittal Requirements

Bidders may bid only on the entire contract. In order to be considered complete, all bid submittals must include 5 copies of the various forms in the Bid Documents, listed as follows:

- a. Bid Proposal Form
- b. Proposed Statement of Work, Which Identifies Timetable, Key Milestones, Project Phases and Other Project Details
- c. Information Regarding the Bidder
NOTE: The information requested on this form may be submitted in a separate document as long as all requested information is provided and numbered according to the form.
- d. Affidavits

Bid proposals should be submitted in a sealed envelope or box, marked **Website Redesign, CP-17-15**, and delivered to:

City of College Park
Finance Department
4500 Knox Road
College Park, MD 20740-3390

no later than **September 28, 2017 at 2:00 p.m. EST.** Late submittals will not be accepted.

3.4 Bid Opening

Bids will be opened in public on September 28, 2017 at 2:00 p.m. EST (immediately following the bid submittal deadline) in the Council Chambers, College Park City Hall, 4500 Knox Road, College Park, MD 20740. Bidders are welcome to attend the public bid opening and will be provided with a summary of bid results. Parking passes may be obtained from the Finance cashiers in the City Hall lobby.

SECTION 4: BID EVALUATION

4.1 Evaluation Criteria

An evaluation team comprised of City staff, including IT personnel and the Communications Coordinator, will evaluate the RFP responses received from each bidder. Prior to the selection of the award to the apparent successful bidder, the City expects to meet with the top bidders (either in person, by telephone or by electronic means) to discuss their responses to the RFP, inclusion of required criteria and other items deemed appropriate by the City. If an award is made as a result of this RFP, it shall be awarded to the bidder whose proposal is most advantageous to the City. In determining which proposal is best, the City will take into consideration the bid price, and the experience, qualifications, references, responsibility and currently available facilities of the bidder to perform the work.

City staff will review all submissions for responsiveness to the RFP. Individuals, firms, or teams will be given consideration. The review will consider the experience of the firm or firms, the work on similar projects, project references, bid price, and proposed work and payment schedule. City staff may interview the most qualified individuals, firms, or teams.

a. Responsiveness

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

b. Qualifications of the Bidder

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

c. Relevant Experience

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

d. Approach to the Project

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

4.2 Right to Cancel

The City reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program which is outlined within this RFP at any time. The City reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the City.

4.3 Other Provisions

- a. Responses to this RFP will become the property of the City, and will form the basis of negotiations of an agreement between the City and the apparent selected bidder.
- b. The City is not liable and will not be responsible for any costs incurred by any bidder(s) for the preparation and delivery of the RFP responses, nor will the City be liable for any costs incurred prior to the execution of an agreement, including, but not limited to, presentations by RFP finalists to the City.
- c. The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.
- d. The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the bidder can offer.
- e. Bidder may withdraw a proposal that has been submitted at any time up to the RFP closing date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Project Manager. The bidder may submit another proposal at any time up to the RFP closing date and time. Bidders will be held to the terms of the bid for 120 days.
- f. As a result of the selection of a bidder to supply products and/or services, the City is neither endorsing nor suggesting that the bidder's product or services are the best or only solution. The bidder agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.
- g. Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored.
- h. A bid bond is not required.
- i. A performance bond is not required.
- j. A payment bond is not required.
- k. Throughout this RFP, associated documents and sample consultant agreement, the title "bidder", "vendor" and/or "consultant" may be used interchangeably. Each of these terms refers to the individual or firm submitting a bid proposal to the City of College Park in response to RFP .

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

4.4 Contract Award

Following a staff recommendation, the Mayor and Council of the City will make a contract award.

The successful bidder shall be required to execute a contract in a form satisfactory to the City, in substantially the same form as attached hereto, within 10 days of the award of the contract. The scope of work in the contract may change based on the accepted bid. The City reserves the right to cancel the award of the contract at any time prior to execution of the contract without liability on the part of the City.

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

SECTION 5: TRAINING AND WEBSITE SUPPORT

5.1 Training

Training of City personnel shall be incidental to the proposal. The selected bidder should provide training documentation, material, and classroom sessions on the development and support techniques used in the new website. Training must be provided for all tools and software used in the process. City IT staff must be able to support the operation and maintenance of the website once implemented and open to the public. Various City staff members will require training on the interactivity and updatability of the new website. The selected bidder must provide a testing and development website to preview new web pages and functionality before deployment. These goals can be accomplished by providing the following types of training:

- Internal User Navigation Training – provide role specific scenario-based training for our departments to ensure they are comfortable navigating through the new software.
- City Website Administrator Training – ensure that the website administrator is fully comfortable managing the website and CMS system on a daily basis.
- Content Management System Training – provide training for the staff trainers who will train other staff members to add content to the website on a consistent basis. Provide simple mechanisms for uploading or updating new content, including documents, images, forms, calendar updates or other materials.

5.2 Website Support

The selected bidder must include, as part of its proposal, an explicit statement of the kind and duration of ongoing technical support the City can expect from the bidder.

SECTION 6: ESTIMATED BUDGET AND RESOURCES REQUIRED

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

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

SECTION 7: WARRANTY AND MAINTENANCE

All bidders should include in their response the kind and duration of any ongoing technical support to be provided to the City, and the extent of any applicable warranty coverage. Although not necessarily included as part of this contract, the bidder should provide information on any future costs that the City would incur if a particular software product or service is used in the website design. This would include any costs of software maintenance, licenses and/or updates.

SECTION 8: ADDITIONAL INFORMATION

Proprietary or Confidential Information

A Bidder including proprietary or confidential information in its proposal shall conspicuously mark each page as proprietary or confidential if the Bidder does not want the information disclosed to the public or used by the City for other than evaluation purposes. The City agrees to keep information so marked as proprietary and confidential except as otherwise required by law. The City agrees to notify the Bidder if a request to review documents is received under the Maryland Public Information Act.

Invitations to Submit Proposals as a Courtesy

This Request for Proposals may be sent as a courtesy to known interested parties. The receipt of this RFP from the City in no way implies that the recipient is a qualified bidder.

Contract Term

Work under the contract shall begin on or before November 30, 2017. The date upon which all deliverables under the contract are due shall be determined as part of the proposal process,

but the anticipated date for the website design, integration, installation and training is on or before July 1, 2018. Maintenance of the website shall be provided by the Successful Bidder beginning on _____ and ending on _____.

Liability

The selected Bidder agrees to hold harmless the City of College Park from any and all claims and liability due to the activity of the selected Bidder, its subcontractors, agents or employees in the execution of the contract.

Insurance

The selected Bidder shall provide proof of compliance with State law as to workers' compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury of combined single limit of \$1,000,000 for each occurrence/aggregate) and automobile coverage (combined single limit of \$1,000,000 for each occurrence/aggregate in addition to a professional errors and omissions policy with limits of not less than \$1,000,000 for each occurrence/aggregate to include cyber liability/data breach coverage.

The City shall be named as an Additional Insured on the Comprehensive General Liability Insurance and the Automobile Coverage. The selected Bidder shall provide a Certificate of Insurance and additional insured endorsement to the City within ten business days after the award of the contract. The Certificate and endorsement shall demonstrate that the selected Bidder has complied with the requirements of this section and be in a form acceptable to the City.

The selected Bidder shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys' fees, whether caused by actions or omissions on the part of the selected Bidder, its agents, servants, subcontractors and employees, or to other causes.

REQUIRED CERTIFICATION

When submitting a bid, the Bidder certifies for covered contracts as defined in the City Code:

Non Discrimination

The Selected Bidder does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

Equal Benefits

The Selected Bidder provides equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners. The Selected Bidder must comply with the applicable provisions of § 69-6 of the City Code. The Selected Bidder shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions. Upon request, the Selected Bidder shall provide evidence of compliance with the provisions of § 69-6 of the City Code. The failure of the Selected Bidder to comply with § 69-6 of the City Code will be deemed to be a material breach of the agreement.

SPECIAL TERMS AND CONDITIONS:

- A. Failure to properly and completely provide the information requested in this RFP may be cause for rejection of this proposal.

- B. It is understood that the proposal price will be firm for a time period of one hundred twenty (120) calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Proposer shall execute a contract for the above stated compensation.

CITY OF COLLEGE PARK, MARYLAND
RFP CP-17-15 – WEBSITE REDESIGN
Bid Proposal Form

CITY OF COLLEGE PARK
Finance Department
4500 Knox Road
College Park, MD 20740

BID DUE: September 28, 2017
TIME: 2:00 p.m. EST

(Name of Bidder)

hereby submits the following proposal for the **Website Redesign** as more particularly described in RFP CP-17-15. Having carefully examined the Request for Proposals, related documentation, the proposed Consultant Agreement and **Addenda Numbered** _____ (indicate numbers or N/A if none issued), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all prices bid will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

Task I – Redesign of website

_____ Dollars
(Written)

\$ _____
(Figures)

Task II: Operations and Maintenance, per annum:

_____ Dollars
(Written)

\$ _____
(Figures)

Task III: Web site hosting, per annum (optional):

_____ Dollars
(Written)

\$ _____
(Figures)

SPECIAL TERMS AND CONDITIONS

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. In addition to completing this Bid Proposal Form with bid price, Bidder should provide an estimate of budget and resources required, as specified in RFP section 6.
- C. It is understood that the proposal price will be firm for a period of 120 calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation.
- D. In order to assist City staff in evaluating bids, please provide as part of your response to Information Regarding the Bidder a list of previous website design contracts that you have undertaken, particularly for governmental entities. This list should include the entity name, URL, a brief discussion of your involvement (i.e., update, complete overhaul, new website, etc.), and how much time this project took.

Name of Bidder

Signature

Date

Name and Title of Individual Authorized to Bind Bidder

TO BE SUBMITTED WITH BID

**CITY OF COLLEGE PARK, MARYLAND
RFP CP-17-15 – WEBSITE REDESIGN
Proposed Statement of Work,
Which Identifies Timetable, Key Milestones,
Project Phases and Other Project Details**

Please attach your proposed statement of work and timetable.

TO BE SUBMITTED WITH BID

**CITY OF COLLEGE PARK, MARYLAND
RFP CP-17-15 – WEBSITE REDESIGN
Information Regarding the Bidder**

NOTE: The information requested on this form may be submitted in a separate document as long as all requested information is provided and numbered according to this form.

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

Business Address: _____

Telephone Number: (____) _____

E-mail address: _____

2. Is the business incorporated? _____ Yes _____ No

Non-Corporate Business

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

Name Business Address Residence Address

Corporate Business Entities - Please answer items 4 and 5

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

Name Office Residence and
Business Address Date Office
Assumed

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

<u>Name</u>	<u>Business Address</u>	<u>Residence Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>Entity Name</u>	<u>URL</u>	<u>Level of Involvement</u>	<u>Date Completed</u>	<u>Time Spent</u>	<u>Contact Name and Tel. Number</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

a. Have you ever failed to complete any work awarded to you? _____
If yes, state where and why: _____

b. Have you ever been affiliated with some other organization that failed to complete a contract? _____
If yes, state name of individual and reason therefore. _____

c. With what other businesses are you affiliated? _____

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

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

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

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

Dated this _____ day of _____, 2017.

Name of Bidder

By: _____

Printed Name: _____

Title: _____

CERTIFICATES AND AFFIDAVITS TO BE SUBMITTED WITH PROPOSAL

**CITY OF COLLEGE PARK, MARYLAND
RFP CP-17-15 – WEBSITE REDESIGN
Non-Collusion Affidavit**

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

That he/she is the

(Owner, Partner, Title if on behalf of a Corporation)

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

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

_____(SEAL)

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

TO BE SUBMITTED WITH BID

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

I hereby affirm that:

1. I am the _____ (Title) and duly authorized representative of

_____ (Name of Business Entity) whose address is

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under

this subtitle.

6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

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

I further affirm that the business entity is properly registered to do business in the State of Maryland.

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

Date

Signature

Printed Name

CITY OF COLLEGE PARK, MARYLAND
RFP CP-17-15 – WEBSITE REDESIGN
Sample Consultant Agreement

THIS CONSULTANT AGREEMENT (the “Agreement”) is made this ____ day of _____, 2017, by and between CITY OF COLLEGE PARK (the “City”), a municipal corporation of the State of Maryland, whose address is 4500 Knox Road, College Park, Maryland 20740 and _____ hereinafter referred to as “Consultant,” whose address is _____.

WHEREAS, Consultant desires to act for the City as an independent website designer in order to develop a new user-friendly, intuitive and dynamic website that provides up-to-date information to residents, businesses, students and visitors about the benefits of the City of College Park as a place to live, work and play, and

WHEREAS, the City desires that Consultant provide such services.

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

1. **Appointment.** The City hereby engages Consultant, as an independent website designer and not as an agent or employee of the City, to redesign the City’s website and produce an organized and easy-to-use modern website, incorporating visual, operational, updatability, maintenance and technology transfer components, as more particularly described in the Request for Proposals CP-17-15 – Website Design, attached hereto and incorporated herein by this reference, and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

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

a. Visual Components

The redesigned website must provide:

- A quick, easy to navigate and user-friendly way to locate information without requiring the customer to understand city government or the city organization.
- Mobile and tablet optimized. Mobile site needs to be highly user-friendly, attractive, and effectively work across all platforms.
- Unique and attractive landing page with modern functionality and design.

- A clean, modern and appealing user-friendly look with an attractive mix of text, graphics, videos, animations, and more for visual impact.
- Ability to create and design micro-sites within the main architecture to promote events, initiatives, sister-sites, etc. Micro-sites must have the ability to vary in look, layout, design and feel from the main site.
- Brand consistency. Each section of the main site (outside of the landing page) should have a cohesive look and feel. Department sites can vary in look and features, however there should be commonality across the site.
- Exceptional usability with ease of navigation.
- A robust search mechanism that searches text within PDF documents, images and more. Search feature must be contained within the site and not use an outside search engine with advertising.
- Compliance with the Americans with Disabilities Act (www.ada.gov/websites2_prnt.pdf) and include Section 508 of the Workforce Rehabilitation Act, meeting WCAG 2.0 A and AA guidelines.
- Breadcrumb navigation is preferred.
- Navigational options with departmental structure, type of service, type of document, or type of user including (but not limited to), the following types of users:
 - residents, businesses, visitors, prospective residents, University of Maryland students, civic groups and associations, youth and senior groups, any person or firm seeking to obtain information about the City, and other government agencies
- Customizable headers and footers.
- Alert message feature that can: pop-out (contained and not a new window), and/or scroll across the top or bottom of the page, and/or is visible across the site.
- A document library to display maps, applications, forms, current documents and archives in an easily accessible and organized manner. Separate document libraries for each department are preferred; however there should also be a master document library as well. The document library must be able to check for duplicates and deletion of old documents must be simple.
- A News section.
- A “printer-friendly” and social media component on each webpage for ease of use.
- The ability to complete interactive online forms and surveys, with an option to send/submit automatically to various City email addresses.
- The ability to function effectively with common browsers.
- Links to download browser supplement products, i.e., Acrobat Reader.

b. Operational Components

The redesigned website must include:

- A Content Management System (CMS) or something similar which permits non-technical staff, regulated by security access levels, to update web page content with final approval of content by site administration.

- A required approval feature for the webmaster to approve/deny all CMS posts prior to publishing.
- Ability to edit and adjust the CSS code and other design aspects easily.
- Testing environment for design and other site changes.
- State-of-the-art security, site protection and permissions.
- The ability to require “publish” and “expiration” dates for all content.
- Robust archive of all published material that is easily searchable and accessible. Ability to access history and pull information easily.
- Ability to work with existing City of College Park implemented systems, capabilities, and functionality including, but not limited to:
 - Granicus (Internet video streaming of Mayor and Council meetings and worksessions), CRM software, online parking ticket and personal property tax payments, database connection, economic development website, carousel display (character generator) and translation feature
- Integration to social media, including, but not limited to, Facebook, Twitter, Instagram, RSS Feeds, etc.
- An easy-to-update Frequently Asked Questions (FAQ) section and dynamically generated site map organized by topic that will redirect the requestor to the correct web page.
- An Accessibility page with information regarding ADA Compliance including TTY, scalable type, assistive technology and more.
- Privacy Policy and Terms of Use page
- An ability to create online forms.
- A customizable site statistics and analytics reporting system.
- Document size limit cannot be lower than 200 mb.
- Blog capability for multiple pages.
- Use of HTML5 coding and not flash is preferred.
- Easy access to the backend of the site.
- Beta site for user testing prior to the release.
- Migration of documents from previous site is not required but desired.

c. Updatability Components

The redesign of the website must include the following features:

- Ability to add HTML code.
- Ability to add or adjust CSS code.
- Ability to add iframes, javascript, and other functionality.
- A framework and architecture that will permit future expansion and the addition of new online services as the City’s budget, technology needs and demand dictate.

d. Maintenance Components

The redesign of the website must include the following features:

- Consultant shall provide “open source” software. Ability for the design and all of its content, software and architecture to become property of the City of College

Park upon completion and acceptance of the website and to be operated and maintained by City personnel. The Consultant must provide site privacy and intellectual property policies as well as the baseline site inventory to the City.

e. Technology Transfer Components

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

f. Comprehensive Acceptance and Testing

- Install and configure the website using the selected Content Management System.
- Complete all other work necessary to develop and fully test the website.
- Ensure that the website is fully operational, without errors or broken links.
- Conduct code validation review and provide evidence of code compliance with ADA Section 508 and the 38 points outlined in the Web Content Accessibility Guidelines ("WCAG") 2.0 A and AA guidelines
- Conduct functionality testing while in production URL
- Provide a link checker report to ensure all site resources are properly linked.
- Provide a content inventory to help determine what content should be migrated, archived or deleted.
- Prior to launch, website shall be scanned for code vulnerabilities, and any found vulnerabilities will be successfully remediated.

g. Other Components

(To be completed following review of Statement of Work)

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

4. Contract Price. The City agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of all obligations under this Agreement, a sum not to exceed _____ Dollars (\$_____), which shall include all incidental costs, including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs. Invoices for payment of services may be submitted on a monthly basis and must be

accompanied by any other documentation required by the City. Invoices will be paid after approval by the Project Manager and Director of Finance. It is anticipated that progress payments under the contract will be made based on measurable milestones.

Additional services related to this project but not included in the scope of work in this RFP shall be provided by the Consultant on an as-needed basis as directed by the City in writing. Such services shall be billed to the City at the hourly rates established by Consultant's bid or as otherwise approved by the City. Except as noted herein, in no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill.

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

- Bid Proposal Form
- Request for Bid Proposals CP-17-15 and attachments thereto
- Proposed Statement of Work, Which Identifies Timetable, Key Milestones, Project Phases and Other Project Details
- Information Regarding the Bidder form
- Required affidavits and certifications

In the event of a conflict between the provisions of any of the Contact Documents and this Agreement, the provisions of this Agreement will prevail.

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

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent Consultant of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent Consultant by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7. Insurance. Consultant will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Consultant will name the City of College Park as an additional insured.

- A. Comprehensive General Liability Insurance
 - (1) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/aggregate;
 - (2) Property damage liability insurance with limits of \$500,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.
- B. Professional Errors and Omissions Insurance. The Consultant shall maintain a policy with limits of not less than \$1,000,000 each occurrence/aggregate.
- C. Automobile Liability Coverage. Automobile fleet insurance \$1,000,000 for each occurrence/ aggregate; property damage - \$500,000 for each occurrence/aggregate.)
- D. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of workers' compensation insurance. The City will deduct a predetermined percentage of each payment to any Consultant who has failed to provide a Certificate of Insurance for workers' compensation, in order to defray coverage costs of the City. This percentage is subject to change. The Consultant will be provided notification of any change. All corporations are required to provide workers' compensation certificates of insurance.

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

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

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

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

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

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

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

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

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

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

16. Relief. The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that, in such event, monetary damages may be available to the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the City's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

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

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

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

Scott Somers, City Manager
City of College Park
4500 Knox Road
College Park, MD 20740-3390

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

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

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

23. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

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

25. Damage Claims. The Consultant shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding,

governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever.

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

27. Non Discrimination.

A. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

B. The Consultant certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

27. Equal Benefits.

A. Consultant must comply with the applicable provisions of § 69-6 of the City Code. The Consultant shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

B. Upon request, the Consultant shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Consultant may not be in compliance with the provisions of this section.

C. The failure of the Consultant to comply with § 69-6 of the City Code will be deemed to be a material breach of this Agreement.

28. Patents, Copyrights and Royalties.

Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, copyright or license, the Consultant must secure, before using or employing such materials, the assent in writing of the owner or licensee of

such letters of patent, copyright or license, and file the same with the City. The Consultant will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Consultant infringe on a patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Consultant will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

Any software or other original works created by Consultant prior to the execution of this Agreement ("Consultant Property") will remain the property of Consultant. City shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any Consultant Property in any way; (ii) modify or make derivative works based upon any Consultant Property; (iii) create Internet "links" to the Consultant Property software or "frame" or "mirror" any Consultant Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any Consultant Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any Consultant Property, or (c) copy any ideas, features, functions or graphics of any Consultant Property. The Consultant name, the Consultant logo, and the product and module names associated with any Consultant Property are trademarks of Consultant, and no right or license is granted to use them.

Notwithstanding the foregoing, the City may disclose Consultant's confidential information to the extent required by the Maryland Public Information Act or other applicable law. Consultant shall mark any information that it wishes to remain "confidential" or "proprietary" before providing the information to the City. In the event that, pursuant to the Maryland Public Information Act or other process, the City receives a request for information that has been so marked by Consultant, and the City agrees that the information may be exempt from disclosure under Maryland law, then the City will not disclose the information and will notify the Consultant of the request. Consultant's failure to so mark any information, document or other materials shall not deprive it of confidential status as authorized by law.

29. Ownership. Upon full and complete payment of the contract price, the City will own the City Content (defined as any website graphic designs, webpage or software content, and module content) created by Consultant. At all times, the City retains ownership of City data imported or archived into the website.

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

ATTEST: CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

WITNESS: CONSULTANT

By: _____

Name: _____

Title: _____

APPROVED AS TO LEGAL SUFFICIENCY:

Suellen M. Ferguson
City Attorney