

## Request for Proposal: Website Update and Templates

### I. General information and Schedule

The City of Burlington is issuing this Request for Proposals (RFP) to invite firms to submit proposals to assist with an update to the City's website, [www.burlingtonvt.gov](http://www.burlingtonvt.gov). The City is not preparing to undertake a site redesign, but instead seeks to make some incremental improvements to enhance navigation, consistency, clarity, usability and impact. Our goal is to identify enhancements that can be implemented with minimal work by the City (e.g. minimal programming effort, limited re-architecture of pages or content).

Date of Issuance: March 5, 2018

Issued By: Innovation & Technology Department, City of Burlington

#### Due Dates

Questions: March 14 by 5pm Eastern  
Responses will be provided by 5pm March 20

Proposals: March 28, 2018 by 5pm Eastern

Contact: Beth Anderson  
Chief Innovation Officer, City of Burlington  
802-865-7012  
[banderson@burlingtonvt.gov](mailto:banderson@burlingtonvt.gov)

### II. Project Background and Scope

The City of Burlington ("City") seeks assistance from a web design consultant to assist with an update to the City's website, [www.burlingtonvt.gov](http://www.burlingtonvt.gov). The City is not preparing to undertake a site redesign, but instead seeks to make some incremental improvements to enhance navigation, consistency, clarity, usability and impact. Our goal is to identify enhancements that can be implemented with minimal work by the City (e.g. minimal programming effort, limited re-architecture of pages or content).

City content is maintained by staff that sit across various City departments, there is not a central content manager for the site. The City's website is on the Drupal (7) platform and relies on Drupal content type to enable both security and navigation for the website. Many of the

City's content managers are not trained content managers and have learned to use the Drupal site on the job. This has led to a lack of consistency of layout across pages, minimal use of content management capabilities (e.g. tagging, templates, asset reuse), and stale content.

We are requesting a consultant work with the City team to deliver the following:

1. Create an updated style that incorporates the City's new flag design and color scheme with minimal rework. <http://www.burlingtoncityarts.org/btvflag>
  - o Present a minimum of three options for the City to review and comment
  - o Develop a final design based upon feedback
  - o Prepare a style guide to define use of the design across the site
2. Work with the City team to develop an improved layout for the City's homepage, that provides more order and clarity
  - o Present a minimum of two options for the City to review and comment
  - o Develop a final layout based upon feedback
  - o Prepare a style guide to instruct use of the layout, including, but not limited to, what type of information should be located where, specifications for the use and size of images and logos, and limits on the amount of content
3. Develop up to 5 page templates that can be easily used by content managers that sit within City departments to create new pages, and that are easy for non-technical users to maintain and update
  - o Prepare guidelines on the appropriate use of each template, and the appropriate layout and use of content
4. Make recommendations to update the website's navigation structure, to improve the user experience with minimal redevelopment or architectural changes.
5. Hold at least two training sessions for City staff (estimated 20-25 individuals) to teach them (1) how to use Drupal and (2) how to work with the new templates (estimated up to 10 hours).

All proposals must include providing all of the deliverables listed in items 1-5 above. Consultants are invited to submit proposals for additional work they believe would be beneficial for the City. Proposals should provide a price for the five (5) specified items separately from any other work included in the proposal.

### **III. RFP Submittal**

Respondent's proposal should explain the value proposition of each service or solution offered, as well as the relative priority of each solution, in order to allow the City teams to select the complement of solutions that best fit within its security needs and available budgets.

Responses to this RFP must be not more than 20 pages in length (10 double-sided or 20 single-sided pages) including appendices, and must include the following:

- 1) **Qualifications Detail consisting of:**

- a) Cover letter including statement of understanding & approach to this project; the statement should describe the applicant's understanding of the project and the special skills, collaborative approach, and innovative thinking that the team would bring to the project.
- b) Organizational Overview: A description of the applicant's organization, years in existence, structure, composition, and qualifications.
- c) Proposed Project Team Members: Clearly indicate the applicant's designated team leader for the project, as well as the specific individuals who will be assigned to the work, their primary role(s) on the project, and their respective expertise in such work.
- d) Partners: An explanation of any partnering arrangements that have been or will need to be made in order to complete the work.
- e) Specific Project Experience: Descriptions detailing completed, similar or relevant project experience, especially municipal or other governmental experience, which the applicant has executed. Applicants are encouraged to include projects that involved members from the proposed project team.
- f) List of References: Provide a minimum of three client references with which the applicant has provided similar design and consulting services within the last five years. Include the name and telephone number of the contact person and a description of the role and services provided to that contact. The references should be able to demonstrate the Respondent's ability to deliver services in a way that resembles the City's requirements.
- g) Appendix A: Understanding of RFP Procedure & Terms and Conditions, signed by a representative of vendor attesting that all terms, conditions and procedures outlined in this RFP are understood and have been followed.

2) **Technical Proposal consisting of:**

- a) A detailed description of the proposed work and methods to be used, an explanation of any variances to the proposed scope of work as outlined in the RFP.
- b) A scope of work that includes steps to be taken, including specifics of any deliverables to be produced.
- c) A detailed implementation plan that includes:
  - o clear deliverables, milestones, and deadlines, as well as an overall time for completion,
  - o identification of ownership for each task,
  - o expectations of time required from City staff.
- d) Any other information deemed necessary to address the requests of this RFP.

3) **Cost Proposal consisting of:**

- a) Please provide as complete a proposal as possible, and include estimates of labor, hardware and software, and cost-reimbursable items such as travel. The City must be able to compare services and their cost from different Respondents in a meaningful way. Facilitating this process will only work in the Respondent's favor.

- b) Pricing for each component of the scope of work outlined, to allow for the City to make a meaningful decision about which services offered best meet its needs and fit within its budgetary constraints.
- c) Pricing for hourly or activity-based costs for additional consulting work that may be required.
- d) Identify any software or hardware that will need to be purchased to allow successful implementation of any recommendations.

Responses to this RFP must be received per the schedule outlined on Page 1 to be considered. Proposals must be submitted in both digital (PDF) and printed formats. Provide two (2) print copies of the proposal in addition to the digital file, which may be emailed, or submitted on a USB drive. Applicants will receive a confirmation email after their proposal is received. Please ensure that the document is easily printable in an 8.5x11 format. Bids should be sent in a sealed envelope to the contact listed above.

Additional requirements are as follows:

- ) Applicants are solely responsible for ensuring that proposals arrive on time.
- ) Each applicant **MUST** provide their electronic submittal as a PDF.
- ) Additional detail beyond the contents described above **WILL NOT** be considered.
- ) Faxed proposals **WILL NOT** be accepted.
- ) Late replies **WILL NOT** be considered.

### Questions

Questions may be submitted by email by the deadline identified above. Any revisions, addendums and answers to questions that are received by the due date for questions will be posted to the City's website at <https://www.burlingtonvt.gov/RFP>.

### Bid Evaluation

In compliance with the City of Burlington's Procurement Policy, City staff will evaluate all complete proposals. Consultants will be scored up to a maximum of 100 points based on the following criteria:

- 1) **Experience & Qualifications** relevant to key personnel and/or sub-contractors (15 pts)
- 2) **Project Understanding & Knowledge of Area** depth of relevant technical experience (20 pts)
- 3) **Ability to Meet Schedule** efficient schedules receive higher scoring (10 pts)
- 4) **Budget & Value** as related to proposed and additional costs (10 pts)
- 5) **Depth of Skills** related to technical aspects of project (15 pts)
- 6) **Level of Experience** with projects of similar size, structure and scope (20 pts)
- 7) **Quality, Clarity & Completeness** of submittal package (10 pts)

Responses will be reviewed by City staff, and possibly its consultants, based upon the information provided in the proposal. Additional information, including presentations by select vendors, may be requested prior to final selection.

The City intends to accept the bid it determines to be in the best interests of the City, based on the overall proposal, not exclusively on cost or any other specific factor. The City reserves the right to amend, modify, reject, negotiate, or accept any bid in whole or in part at its sole discretion. It is anticipated that a decision will be made within 20 days of the due date.

## **VII. TERMS & CONDITIONS**

It will be necessary for responding parties to comply fully with the following terms and conditions outlined in this document if they are to be considered. A letter attesting that the respondent has read, understands, and followed all procedures is a part of this RFP must be included as part of the final submittal (see Appendix A).

### Communications

It is extremely important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFP process via email. Responses to all submitted questions will be posted on the City of Burlington website at: <https://www.burlingtonvt.gov/RFP>. Questions concerning this RFP must be received via email per the schedule outlined on page 1. Inquiries received after this date will not be considered or answered.

Respondents should not communicate with any City department or employee during the submission process except as described above. In addition, no communications should be initiated by a respondent to any City Official or persons involved in evaluating or considering the statement of qualifications or proposals. Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating.

### General Compliance with Laws

The Consultant shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance and City insurance requirements. A certificate of compliance with the Livable Wage ordinance will be required. The Livable Wage ordinance can be found at the following link: <http://www.burlingtonvt.gov/CT/Livable-Wage-Ordinance/>. Provisions of the resulting Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

### OWNERSHIP OF DOCUMENTS

Proposals, plans, specifications, and other documents prepared and submitted under this RFP shall become the property of the City.

### PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

### OTHER TERMS

Costs for preparing your proposal in response to this request are solely the responsibility of the respondent. The City of Burlington, Vermont assumes no responsibility and liability for costs incurred by parties responding to this RFP or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract. The City of Burlington reserves the right to accept or reject any or all Statement(s) of Qualifications or proposals, with or without cause, and to waive immaterial defects and minor irregularities in responses. All decisions related to this solicitation by the City will be final. The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents. All materials submitted in response to this RFP will become the property of the City upon delivery. This solicitation in no way obligates the City of Burlington to award a contract.

Equal Opportunity: the selection of consultant shall be made without regard to race, age, color, religion, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, genetic information or political affiliation. The City of Burlington is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

### REGISTRATION

A successful consultant must be registered with the Vermont Secretary of State as a business entity doing business in the State of Vermont at all times the contract is effective. This registration must be complete prior to the execution of a contract.

### INSURANCE

Prior to beginning any work CONTRACTOR shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater ([www.ambest.com](http://www.ambest.com)). The certificate of insurance coverage shall be documented on forms

acceptable to the City of Burlington. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City of Burlington, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City of Burlington for cancellation. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the City of Burlington on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of professional liability and workers compensation) shall name the City of Burlington as an additional insured for the possible liabilities resulting from Contractor's actions or omissions. It is agreed that the liability insurance furnished by the CONTRACTOR is primary and non-contributory for all the additional insured. The Parties, for themselves, their insurers, and their officers, employees and agents, do hereby mutually waive all rights of subrogation on any claims of general liability, auto liability, and worker's compensation.

CONTRACTOR is responsible to verify and confirm in writing to the City of Burlington that:

(a) All SUB-CONTRACTORS, agents or workers meet the minimum coverage and limits plus maintain current certificates of coverage for all SUB-CONTRACTORS, agents or workers. SUB-CONTRACTORS must comply with the same insurance requirements as MOPA.

(c) All work activities related to the agreement shall meet minimum coverage and limits.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of CONTRACTOR for Contractor's operations. These are solely minimums that have been developed and must be met to protect the interests of the City of Burlington.

*GENERAL LIABILITY AND PROPERTY DAMAGE:*

With respect to all operations performed by Contractor, SUB-CONTRACTORS, agents or workers, it is Contractor's responsibility to insure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to and with limits not less than:

1. Premises Operations
2. Independent CONTRACTORS' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

1. General Aggregate	\$2,000,000
2. Products-Completed/Operations Aggregate	\$2,000,000
3. Personal & Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (Any one fire)	\$ 250,000
6. Med. Expense (Any one person)	\$ 5,000

**WORKERS' COMPENSATION:** With respect to all operations performed, CONTRACTOR shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all SUB-CONTRACTORS and SUBCONTRACTORS carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$500,000 each accident
- (b) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

**PROFESSIONAL LIABILITY INSURANCE:**

- (a) General. The Consultant shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:

\$3,000,000 - Annual Aggregate  
\$1,000,000 - Per Occurrence

- (b) Deductibles. The Consultant is responsible for any and all deductibles.

- (c) Coverage. Prior to performing any work, the Consultant agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the Consultant agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years following substantial completion, if such coverage is reasonably available at commercially affordable premiums.

**AUTOMOBILE LIABILITY:** The CONSULTANT shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

**UMBRELLA LIABILITY:**

\$1,000,000 Each Event Limit  
\$1,000,000 General Aggregate Limit

**INDEMNIFICATION**

The Consultant will act in an independent capacity and not as officers or employees of the Municipality. The Consultant shall indemnify, defend and hold harmless the Municipality and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Consultant's acts and/or omissions in the performance of "non-professional services" under this contract. As used herein, "non-professional services" means services provided under this Agreement other than professional services relating to the design and/or engineering of all or part of the project. The Municipality shall notify the Consultant in the event of any such claim or suit covered by this Subsection and the Consultant shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit arising out of "non-professional services" provided under this Agreement. The Consultant shall indemnify the Municipality and its officers and employees in the event that the Municipality, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Consultant arising from the provision of "non-professional services" (as defined herein) under this Agreement.

The Consultant shall indemnify and hold harmless the Municipality and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Consultant's acts and/or omissions in the performance of "professional services" under this contract. The Consultant shall not be obligated to defend the Municipality and its officers and employees against claims or suits arising from the Party's provision of engineering design services or architectural design services. The Consultant shall be obligated to indemnify and hold the Municipality, its officers and employees, harmless from and against monetary damages to third parties, together with reasonable costs, expenses and attorney's fees incurred and paid by the Municipality in defending claims by third parties (collectively "Damages") but only in the event and to the extent such Damages are incurred and paid by the Municipality as the proximate cause of negligent acts, errors or omissions ("Professional Negligence") by the Consultant, its employees, agents, consultants and subcontractors, in providing the professional services required under this Agreement. As used herein, "Professional Negligence" or "negligent acts, errors or omissions" means a failure by the Consultant to exercise that degree of skill and care ordinarily possessed by a reasonably prudent design professional practicing in the same or similar locality providing such services under like or similar conditions and circumstances.

After a final judgment or settlement, the Consultant may request recoupment of specific defense costs and may file suit in Vermont Superior Court, Chittenden Unit, Civil Division, requesting recoupment. The Consultant shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Consultant.

The Municipality is responsible for its own actions. The Consultant is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the Municipality, its officers, agents or employees are notified of any claims asserted against it or them to which this Indemnification clause may apply, the Municipality or its officers, agents and employees shall immediately thereafter notify the Consultant in writing that a claim to which the Indemnification Agreement may apply has been filed.

#### RELATIONSHIP

The parties agree that Contractor is an independent CONTRACTOR. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. Neither the City of Burlington nor its departments shall provide Contractor with specific instructions or training in how to provide the required services, except to the extent required by law or regulation. Contractor shall provide its own tools, materials or equipment. In providing services under this Agreement, CONTRACTOR shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The parties agree that neither CONTRACTOR nor its officers or employees are employees of the City of Burlington or any of its departments, agencies, or related entities. The parties also agree that neither CONTRACTOR nor its officers or employees is entitled to any employee benefits from the City of Burlington. CONTRACTOR understands and agrees that it and its officers and employees have no right to claim any benefits under the Burlington Employee Retirement System, City's worker's compensation benefits, health insurance, dental insurance, life insurance or any other employee benefit plan offered by City. CONTRACTOR agrees to execute any certifications to the best of its knowledge, information and belief, or other documents and provide any certificates of insurance required by City and understands that this contract is conditioned on its doing so, if requested.

CONTRACTOR understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City of Burlington will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

#### RESERVATION OF RIGHTS

It is the intent of the City to select the proposal that it deems to be in the best interests of the City. To that end, the City reserves the following rights:

1. To accept any proposal in whole or in part;
2. To accept multiple proposals if doing so is in the best interests of the City;
3. To reject any or all proposals in whole or in part;
4. To waive any informalities, omissions, or irregularities in any proposal;
5. To terminate and reissue this RFP for any reason;
6. To remedy any error in the RFP process without reissuing it; and/or
7. To change or negotiate any specifications in the City's sole discretion.

**Appendix A: City of Burlington RFP for Website Update and Templates**

Understanding of RFP Procedure, and Terms and Conditions

***This page to be returned with Proposal submission***

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Vendor Name: \_\_\_\_\_

Representative's Printed Name: \_\_\_\_\_

Representative's Title: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

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