



TOWN OF MIDDLEBURG
REQUEST FOR PROPOSALS (RFP)

DATE ISSUED: February 23, 2016

TITLE: Professional Website Development Services for the Town of Middleburg

ISSUED BY: The Town of Middleburg

Street Address: 10 W. Marshall Street, Middleburg, VA 20117

Mailing Address: P.O. Box 187, Middleburg, VA 20118

DEADLINE FOR QUESTIONS: March 17, 2016

All inquiries for information should be directed to:

Martha Mason Semmes, Town Administrator Phone: (540) 687-5152

E-mail: townadmin@middleburgva.gov

PROPOSALS MUST BE SUBMITTED ON OR BEFORE:

Sealed Proposals will be received until **March 23, 2016, prior to 2:00 p.m.** Three (3) bound hard copies of the proposal document and one (1) electronic copy (on a CD) shall be submitted in a sealed envelope marked with "Town of Middleburg Website Proposal" and be mailed or hand carried to the Town address listed above.

Proposals or unsolicited amendments to proposals arriving after the proposal submission deadline will not be considered. Proposals received after the proposal submission deadline will be held by the Town in the unopened envelope. The Town will notify the sender of any late proposals provided there is sufficient identification information shown on the outside of the proposal envelope.

SECTION I INTRODUCTION

The Town of Middleburg, Virginia (Town) is accepting proposals from experienced website vendors for the creation of a new town website. The website will replace the current site with the location www.middleburgva.org

Responses to this Request for Proposal (RFP) shall include three (3) bound hard copies and one (1) electronic copy (on a CD) of the proposal. **Proposals will be accepted at the Middleburg Town Office, 10 W. Marshall Street, Middleburg, VA 20117 until 2:00 p.m. on Wednesday, March 23, 2016.** Proposals that are received later than the referenced time will not be accepted for review or consideration.

The envelope or package containing the copies of the proposals should be clearly labeled as "TOWN OF MIDDLEBURG WEBSITE PROPOSAL".

By submitting a proposal, the vendor understands and agrees that acceptance of any or all of a proposal by the Town does not constitute a contract. No performance or delivery of work product shall become due or be accepted by the Town unless an agreement shall first have been fully executed by both the selected vendor and the Town.

The Town reserves the right to reject any and/or all proposals and to waive requirements, informalities and minor irregularities in proposals received, abandon the process and to accept any portion of the proposal(s) if deemed to be in the best interest of the Town to do so. The total cost of proposal preparation and submission shall be borne by the vendor submitting the proposal.

Specific requirements for this project are contained in Section II, Scope of Services. If the Town and selected vendor cannot agree on the cost for the scope of services, then the Town will terminate negotiations and proceed with the next most qualified vendor. The initial contract agreement shall serve as the base agreement for further services, if needed. If additional services are needed, the firm and the Town will negotiate and approve an Amendment to the contract for the specific services to be provided.

CONDITIONS OF AWARD

An evaluation team will evaluate the submitted proposals. Opening of proposals will be done by employees of the Town, and vendors will not be invited to attend the proposal opening. The Town reserves the right to: (a) reject any or all proposals, or to make no award; (b) require modifications to initial proposals; (c) negotiate or (d) make partial or multiple awards. The Town further reserves the right to excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to the Town.

The Town may award based on initial proposals received, without discussion of such proposals. If requested by the Town, certain vendors may be invited to make oral presentations to the evaluation team and/or other Town personnel as deemed appropriate. If the Town chooses to interview firms, a list of topics requiring oral responses may be provided by the Town's selection committee prior to any scheduled interview date. At the Town's election and option, interviews may be limited and offered only to a single classification of firms, such as semifinalists or finalists.

To the extent permitted by law, all documents submitted as part of the firm's proposal will be deemed by the Town as confidential during the evaluation process, and until selection of finalists. There shall be

no disclosure of any firm's information to a competing firm prior to award of the contract. The contract shall be considered awarded only upon the effectiveness of official action of the Town Council.

AVAILABILITY OF FUNDS FOR NEXT CALENDAR YEAR

Notwithstanding anything in this RFP to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding June 30. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Middleburg and other applicable law. Upon the failure to appropriate such funds, any agreements entered into between the Town and the selected firm based on this RFP shall be terminated.

AMENDMENTS TO THE REQUEST FOR PROPOSAL

The Town reserves the right to amend this Request for Proposals by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments to this RFP will be sent via email to all firms who respond to this RFP. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

Questions regarding this Request for Proposals may be addressed to Martha Mason Semmes, Town Administrator, Town of Middleburg, 10 W. Marshall Street, P.O. Box 187, Middleburg, VA 20118-0187, emailed to townadmin@middleburgva.gov or by calling 540-687-5152.

SECTION II SCOPE OF SERVICES

The Town is requesting proposals from experienced website vendors for the creation of a new town website. The website will replace the current site at www.middleburgva.gov.

Background

Established in the 1730s, the Town of Middleburg is located in Loudoun County, VA, with a population of approximately 700 within the Town limits. Middleburg is known as the "Nation's Horse and Hunt Capital" and attracts tourists thanks to its charming downtown shops and atmosphere, its historic role as the center of horse country, and its proximity to wineries. Many visitors also come to the luxurious new Salamander Resort and Spa located within the Town limits.

The Town of Middleburg is in search of a more dynamic online presence. Its current website does not offer an attractive, "cutting edge" design and does not adequately meet the demands of the Town's staff, business owners, residents, and visitors.

Project Purpose

The Vendor must provide the City with an information ready, turn-key website. The Town of Middleburg desires a new website that:

- Serves as a portal for area business owners, residents, and potential visitors.
- Provides information on and access to Town government and services, with links to needed documents such as permit forms.

The Town is seeking vendors with a Content Management System (CMS) software solution that provides features such as, but not limited to:

- Dynamic content that is easy to update
- Current best practices for simple and easy navigation
- Effective search engine
- Events calendar
- Citizen engagement portal
- Image gallery
- Secure and user-friendly e-payment system
- Responsive and mobile-friendly design

Project Goals

The primary goal of this project is to replace the current website with a new and improved website, along with an updated Content Management System. The new website should be easier for users to access and navigate from a variety of platforms, be more efficient for Town staff to manage, and provide easy access to town services by Middleburg residents, businesses and visitors. The website should have a modern, contemporary design that reflects the unique characteristics of Middleburg and its history. The town staff should be able to access and update all parts of the website.

Project Objectives

- Design a website with a consistent look and feel to all pages (fonts, graphics, color schemes, and navigation tools).
- Make www.middleburgva.gov compatible and easy to view on a wide variety of mobile devices.
- Improve the tools that support updating the website, i.e.; the CMS.
- Provide information architecture that supports easy navigation of the site to key Town services, encouraging citizens and visitors to return.
- Make content publishing fast and simple.
- Provide for full integration with existing e-government applications currently in use (electronic bill payment) and provide for easy integration with future e-government applications.
- Enable updating the look and feel of the website on an as-needed basis.

The finished product should:

- Load rapidly and provide easy navigation between pages.
- Contain links to other related websites as provided by the Town.
- Be Search Engine Optimized so the website can be found when Internet users search for the website using keyword phrases.
- Allow Town personnel to easily update content as needed, including text and images, by use of a Content Management System.
- Have a responsive design to ensure the site can be viewed and used on a variety of mobile devices.
- Include compelling visuals of Middleburg and its shops in the visitor's and business section.
- Integrate with social media, including the Town's Facebook page (<https://www.facebook.com/pages/Town-of-Middleburg/110477875666560>).
- Integrate with the Town's newsletter and allow users to sign up for email updates, alerts and newsletters.
- Use standard technology and programming languages for designing and creating the website, its content, and images.

- Follow web accessibility requirements and be 508 compliant.
- Identify and provide web information management tools to comply with the Commonwealth of Virginia Public Records retention guidelines. This will include the storing of each information update.
- Be tested and undergo quality assurance before launch.
- Be up and running by July 2016 (or as determined in final contract).

Special Features

The following special features need to be included on the website:

- A functional calendar embedded into the site that can be updated easily by Town personnel and on which event planners/businesses can post after being approved by Town personnel
- An interactive map of the town featuring businesses and historic sites
- A photo gallery and video capacity
- Online fillable forms (such as zoning permit forms, land development applications, and applications for Town water & sewer services and business licenses)
- A Contact Us form page that captures information and sent via email to the appropriate contact or will allow the user to receive updates to the website
- A search feature that allows users to search the website for specific content by keyword
- An FTP portal for large file attachments.

Images and Content

All images will be provided or approved by the Town. The website should use written content that is migrated over from the existing Town website, will be written specifically for the site by the Vendor, based on information supplied by the Town and which the Town will approve; and/or will be written and provided by the Town as files or links as needed.

OVERALL SCOPE OF SERVICES

The vendor shall be responsible for developing and implementing a comprehensive website design project, as follows:

Phase I: Information Gathering and Design Development:

The selected vendor will create a plan to: 1) improve website navigation and the user experience; 2) include new elements and features; 3) integrate social media; and, 4) optimize the site's performance for various devices through increased availability, performance, and accessibility of the website and to include the features outlined in this RFP.

Phase II: Presentation, Approval, and Implementation

Phase II will require presentation of the selected vendor's recommendations to the Town project team for review, refinement, and feedback. Once a final draft recommendation and presentation are agreed on between the Town and the vendor, the vendor will present the recommendation with preliminary design concepts to the Economic Development Advisory Committee (EDAC).

Following the EDAC presentation, the vendor will work with the Town to come to agreement on a final plan and designs for implementation and move forward with execution. Weekly progress reports are required during the implementation phase.

Phase III: Implementation, Training, Maintenance, Monitoring, and Timeline

The vendor will be responsible for timely implementation of the new website. Once the new website is in place, the vendor will work with the Town project staff to test and trouble-shoot all existing, upgraded, and new features. The vendor will create a training plan for key staff responsible for informational updates through the Content Management System. The vendor also will create a management/maintenance plan and guidelines for continued maintenance of the site, including instructions for regular maintenance and management of all technical aspects of the site and communications between the Town and vendor website points of contact. Once the site is launched, the vendor will shift into management/maintenance.

DETAILED TASKS ENVISIONED

The Town envisions the project including the following tasks. The vendor may suggest additions, amendments or options to these suggested tasks as they believe necessary or desirable in order to meet the goals and objectives of the website project. The Town may incorporate any or all of these suggestions into the final scope of services for the selected vendor at the Town's discretion.

Task 1 – Project Management and Administration

- A. **Kickoff Meeting:** At the commencement of the Project, the vendor will attend a “kickoff” meeting in person with Town project staff to discuss the scope, parameters, and schedule of the project. Specific goals and milestones required to accomplish the project will be reviewed and refined.
- B. **Project Schedule:** The vendor shall submit a project schedule showing all project activities, duration, start and finish dates, and milestones, based upon the general schedule identified in this document.
- C. **Project Communications:** The vendor will contact the Town project staff weekly to provide status updates, submit design ideas, and seek approvals throughout all phases of the project.
- D. **Status Reports:** The Consultant shall provide a monthly written status report on the ongoing work, pending action items and responsible individual, and updated schedule and budget with baseline comparison.
- E. **Quality Control:** Consultant is responsible for quality review of all deliverables, including technical accuracy, consistency, style, grammar, and spelling.

Task 2 – Data Acquisition & Review

- A. **Information Gathering and Design Development:** After the kickoff meeting, the vendor will be required to research and assess the current web use and needs of the Town, addressing visitor use, staff use, look and feel, utility, and functionality.
- B. **Preliminary Cost & Schedule:** The vendor shall prepare a cost estimate that includes the following cost components:
 - 1. Research and Design Development
 - 2. Development of New Features
 - 3. Cost of Implementation
 - 4. Any New Software Needed
 - 5. Internal (MW) Staff Training Time

6. Budget for art, graphics, and other creative design elements
7. Website hosting options, with costs
8. Cost contingency
9. Ongoing Maintenance

The proposed cost estimates shall be comprehensive and include all provisions to maintain and manage the website. The vendor shall work with Town staff to identify specific components that can vary the cost. These costs shall be included in the preliminary cost estimate.

- C. **Deliverables:** The vendor shall prepare three alternative preliminary design layouts for the Town's consideration for the revised Middleburgva.gov. Preliminary Design Layouts will include a distinct look and feel that represents the Middleburg brand, its activities, services, and customers. The vendor shall also provide the cost estimates outlined above to assist the Town in its budgeting process.

Task 3 – Final Design Phase

After review and comment on the preliminary design layouts by Town staff, the vendor shall meet with the Economic Development Advisory Committee (EDAC) to present the three alternative design layouts, incorporating any comments/revisions suggested by Town staff. The vendor shall meet with Town staff following the EDAC meeting to discuss the comments and receive direction for incorporation into a final concept design layout.

Deliverables: PowerPoint presentation of three alternative designs for EDAC meeting and Final website design.

Task 4 – Town Council Presentation

The vendor shall present the final designs, cost estimates, schedule, and recommendations resulting from the EDAC meeting and subsequent deliberations with Town staff at a Town Council meeting. The vendor shall provide a draft PowerPoint Presentation to the Town staff seven calendar days prior to the scheduled meeting. The presentation shall provide a detailed design which shall include the main design, recommendations, costs, and schedule. The vendor shall provide documentation of the final conceptual design process by means of written description, photos and sketches, including the criteria for final selection and advantages of the final design recommendation.

Deliverable: PowerPoint presentation to Town Council.

Task 5: Website Implementation

The vendor will construction and implement the new website in coordination with Town staff and the Town IT consultants. This will include installation and troubleshooting of the new site before it goes live, as well as a local backup of the existing website before the installation. The vendor will work with Town staff on the development of new content, as needed.

Deliverable: A fully operational, "turnkey" website that meets all of the Town's project goals and objectives as outlined in this RFP.

Task 6: Website Training

The vendor will train Town staff who will be responsible for content management and provide training materials and a website manual for use by existing and future Town staff website managers.

Deliverables: Training materials and website manual (electronic copies are acceptable).

SECTION III PROPOSAL SUBMISSION REQUIREMENTS

Each proposal shall be no more than ten (10) pages in length and shall include at a minimum the following information:

1. Primary Contact. Provide the name and title of the person who will be the primary contact and manager for the contract, plus contact phone number(s), e-mail and mailing address.
2. Company Information. Provide an overview of the history of the company, such as, but not limited to, range of services typically provided, expertise, number of employees and states in which company operates.
3. Firm & Staff Qualifications. Provide a summary of three (3) projects or related work that the firm has recently completed. Include similarities in scope of work and other relevant information as it pertains to this RFP. List key staff and role for each example, as well as client reference contact information and link to the completed website, if available. Include experience with local government websites, if applicable.
4. Approach & Methodology. Review the scope of services and provide a detailed approach to and methodology for completing the services and providing the deliverables requested. Topics to cover shall include, but not be limited to: Data collection and analysis techniques; Proposed CMS software and geographic information system (GIS) tools that may be utilized; Proposed project completion schedule; User training options; and meetings with the Economic Development Advisory Committee and project staff.
5. Acknowledgements. The vendor shall provide a statement confirming that it has the *available capacity* within its current personnel and workload to complete this scope of work within the proposed timeframe. The offeror also shall provide a statement noting any *conflicts of interest* that may exist with other clients or projects currently underway.
6. Appendix. The appendix shall include professional resumes of key personnel and any relevant previous work product, as deemed appropriate by the vendor. *The appendix does not count towards the 10-page proposal maximum.*

SECTION IV PROPOSAL EVALUATION

The Town may at its option interview any one or more vendors. The Town may require additional information from those vendors chosen for interviews. The Town's decision to select a vendor will be based upon the following criteria, plus any other relevant factors that would further demonstrate a vendor's qualifications:

- Completeness of Proposal
- Experience of Firm and Proposed Personnel (providing similar services)
- Expertise and creativity illustrated by the firm's work products
- Timeliness/Meeting Deadlines

SECTION V SPECIAL CONDITIONS

General Information

Reimbursement will not be made for costs incurred prior to a formal Award. The proposal must be comprehensive and specify how the firm would complete all of the elements of the "Scope of Services".

Sample Professional Services Contract

Included in this package is a sample of the standard Professional Services Agreement used by the Town. Prospective firms are requested **to review this documents and the general contract terms and conditions in Section VI below** and **comment** on any areas of objections **in their proposals**.

Subcontracting

The selected firm will agree not to assign or sublet the whole or any part of the contract without the prior written consent of the Town.

Changes in Scope of Services

The Town must be contacted prior to any change of scope in the work to be performed after the original contract has been signed which is expected to result in an increase of cost in excess of quoted fees, prior to commencement of the work. An agreed change of scope in the work to be performed shall be documented as a written change order, be accepted by all parties, and made a part of the original contract by addendum.

Response Material Ownership

All material submitted regarding this RFP becomes the property of the Town of Middleburg and will only be returned to the vendor at the Town's option. The Town of Middleburg has the right to use any or all ideas presented in reply to this RFP. Disqualification of vendor does not eliminate this right.

SECTION VI GENERAL CONTRACT TERMS & CONDITIONS

The Contract for the Scope of Services under this RFP shall include (by incorporation of this RFP):

1. Employment Discrimination by Vendors Prohibited
 - a. During the performance of a Contract, the Vendor shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient to meet this requirement.
 - d. The Vendor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each

subcontractor or vendor.

2. Drug-free Workplace Maintained

During the performance of the Work described in the professional services agreement for this project, the Vendor agrees to:

- a. Provide a drug-free workplace for the Vendor's employees;
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- c. State in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace; and
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. Ethics in Public Contracting

The provisions contained in Article 6, Sections 2.2-4367, et seq. of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Town. A copy of these provisions may be obtained from the Town Administrator. The provisions referenced in Ethics in Public contracting above supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Governments Conflict of Interests Act (§2.2-3100 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 (§18.2-498.1 et seq.), and 3 (§18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Governments Conflict of Interests Act. To the extent that violations of the ethical standards of conduct constitute violations of the Code of Virginia, they shall be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth.

4. Compliance with federal, state, and local laws and federal immigration law; required contract provisions §2.2-4311.1

The Vendor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

5. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth

The Vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

6. License Requirement

All firms doing business in the Town are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in the Town are exempt from this requirement.

Questions concerning the BPOL Tax should be directed to the Town Treasurer, telephone (540) 687-5152. The successful Vendor must obtain a Town BPOL license within 30 days of contract award.

7. Insurance

The successful Vendor shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under a contract resulting from this Request for Proposals. Prior to commencing work under a resulting contract, the successful Vendor shall furnish to the Town a Certificate(s) of Insurance and endorsement naming the Town, its officers, employees and agents, as additional insureds, giving forty-five (45) days' notice of cancellation, non-renewal, or change in the insurance coverage, and/or restrictions. Additional insurance status can only be provided as an endorsement to the Vendor's insurance. This endorsement must be issued by the insurance company and evidence of the required endorsement provided to the Town. A notation of Additional Insured status on a Certificate of Insurance is not sufficient.

The insurance provided by the successful Vendor pursuant to the resulting contract shall apply on a primary basis and any other insurance or self insurance maintained by the Town or the Town's official, officer, agent or employee shall be excess of and not contributing with the insurance provided by or on behalf of the Vendor.

a. Commercial General Liability

The successful Vendor's insurance shall cover the Vendor for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payments, and the elimination of coverage for Fire Damage Legal Liability.

The minimum limits to be maintained by the successful Vendor (inclusive of any amounts provided by an umbrella or excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement to a Commercial General Liability Policy with the following amounts specified for this project:

	<u>Limits</u>
General Aggregate Limit (Other than Products/Completed Operations)	\$2,000,000
Products-Completed Operation - Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$ 500,000
Medical Expense Limit	\$1,000,000

b. Business Auto Policy

The successful Vendor's insurance shall cover the Vendor for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos. The minimum limits to be maintained by the successful Vendor (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per accident combined single limit for bodily injury liability and property damage liability.

c. Workers' Compensation and Employers' Liability

- i. The successful Vendor's insurance shall cover the Vendor and its subcontractors of every tier of those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in the Commonwealth of Virginia by the National Council on Compensation Insurance, without restrictive endorsements, but including Broad Form All States Endorsement. In addition to coverage for the Virginia Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshore and Harbor Workers' Compensation Act, Maritime including Jones Act, Federal Employers Liability Act and any other applicable federal or state law.
- ii. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Virginia Workers' Compensation Act, the United States Longshore and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverage's customarily insured under Part Two of the standard Workers' Compensation (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease each employee, and \$1,000,000 bodily injury by disease policy limit or aggregate where such aggregate is applicable under the terms of the standard Workers' Compensation Policy.

d. Professional Liability

- i. The successful Vendor shall provide the Town with a Professional Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the Town for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office without the attachment of restrictive endorsements.
- ii. The minimum Professional Liability Policy limits to be provided by the successful Vendor (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per claim/annual aggregate for bodily injury liability and property damage liability.
- iii. The limits afforded by the E&O Policy (or umbrella or excess policy with respect to it) shall apply only to the Town or Town's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

The coverage other than Workers' Compensation may be either on an occurrence or a claims-made basis; provided, however, that claims-made coverage for other than the Products/Completed Operations shall respond to claims arising out of accidents, occurrences, incidents and offenses happening after the commencement of the resulting contract but before the end of the contract completion date provided that the claim is made within five years after the contract completion date; provided further that claims-made arise out of accidents, occurrences, incidents and offenses happening after the commencement of the resulting contract but before the end of three years after the contract completion date provided that the claim is made within eight years after the contract completion date.

8. Hold Harmless Clause

The successful Vendor shall, during the term of the contract including any warranty period, indemnify, and hold harmless the Town, its' officials, employees, agents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property as a consequence of any negligent act or omission by the Vendor or his employees, or from any claims or amounts arising as a consequence of any violation of any law, bylaw, ordinance, regulation or decree by the Vendor, his employees, or his subcontractors. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

9. Indemnification

The Vendor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the Town, its officials, employees, agents, volunteers, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, and the costs of appeals arising out of any such claims or suits, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property as a consequence of any neglect in safeguarding contract work or on account of any error or omission or negligent or wrongful act by the Vendor or his employees, or from any claims or amounts arising as a consequence of any violation of any law, bylaw, ordinance, regulation, or decree by the Vendor, his employees, or his subcontractors. It is understood and agreed that the Vendor is at all times herein acting as an independent Vendor.

10. Procedures

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Town Administrator or her authorized representative(s). The firm shall not comply with request and/or orders issued by other than the Town Administrator or her authorized representative(s) acting within their authority for the Town.

11. Contract Period

The Contract shall cover the period from the date of Contract award to June 30, 2016. The contract may be extended by mutual agreement of the parties as necessary to complete the Scope of Services and dependent upon the availability of adequate funding for such extension.

Notice of intent to renew will be given to the vendor in writing by the Town of Middleburg, normally ninety (90) days before the expiration of the current contract. Failure to give such notice will not constitute a breach of this contract. This notice will not be deemed to commit the Town of Middleburg to a contract renewal.

12. Termination

Subject to the provisions below, the contract may be terminated by the Town upon thirty (30) days advance written notice to the vendor; however, if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town of Middleburg until said work or services are completed and accepted:

- a. By mutual agreement of the parties, in writing and signed by the parties.
- b. Termination for Convenience. In the event that this contract is terminated or canceled upon request and for the convenience of the Town, without the required thirty (30) days advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.
- c. Termination for Cause. The Town may terminate this contract for cause, default, or negligence on the part of the Vendor at any time. Termination by the Town for cause, default or negligence on the part of the Vendor shall be excluded from the foregoing provision (b) hereinabove; termination cost, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- d. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. If funds are not appropriated or otherwise made available to support continuation of the performance of this contract in a subsequent fiscal year, then the contract shall be canceled and the Vendor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Ownership of Products

All control work, compilation of notes, work sheets, and any and all interim and final products and materials shall be the sole property of the Town. The Town shall be furnished reproducible and or electronic copies of all plans, reports and information collected or prepared under this agreement, upon request. The Town shall be furnished duplicate copies of other materials upon request.

All rights in intellectual property developed or created pursuant to this Agreement shall be the sole property of the Town. "Intellectual Property" includes all inventions subject to the U.S. Patent System (including but not limited to new processes, materials, compounds and chemicals), and all creations subject to the U.S. Copyright Act of 1976 (including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases).

14. Conflict of Interest

In the event that a conflict of interest arises with the successful firm acting as the Town's authorized vendor on a specific job, the Town reserves the right to seek professional services elsewhere on the specific job over which the conflict arose.

15. Invoicing and Payment

- a. The Vendor shall submit invoices, in duplicate, monthly, such statement to include a breakdown of all charges for that monthly period. For special or additional services authorized by the Town under the contract, the Vendor shall submit invoices, in duplicate, upon completion of each project or service, such statement to include a detailed breakdown

of all labor and equipment charges for the service or project.

Invoices shall be based upon actual services rendered and actual hours of performance. All such invoices will be paid within 30 days of receipt by the Town unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Vendor shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

Town of Middleburg
P.O. Box 187
Middleburg, Virginia 20118-0187
Attention: Town Treasurer

- b. Examination of Records
 - i. The Vendor agrees that the Town of Middleburg Town Administrator, or his/her duly authorized representative, shall, until the expiration of five (5) years following the final payment on the contract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Vendor involving transactions related to the contract in question.
 - ii. The Vendor shall include a similar access, examination and copying requirement to the aforementioned, in any subcontract which is for more than \$10,000.
3. In the event there is litigation or arbitration involving the Vendor, rights of access, examination and copying thereunder shall continue until any litigation, appeals, claims or arbitration shall have been finally concluded.

OWNER-VENDOR AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2016, by and between the Town of Middleburg, Virginia, a Virginia municipal corporation hereinafter called "Town" and _____, (an individual, a Partnership or a Corporation), hereinafter called "Vendor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Vendor shall commence and complete the Middleburg Website Development project, all as detailed in Section II (Scope of Services) of the Request for Proposals related to the project described herein.

2. The Vendor shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein.

3. The Vendor shall commence the work required by the Contract Documents within 10 days after the date of the NOTICE TO PROCEED.

4. The Vendor agrees to perform all of the work described in the Contract Documents.

5. The term "Contract Documents" means and includes the following:

a. Request for Proposals, including, but not limited to General Contract Terms & Conditions

b. Vendor Proposal

c. Contract Agreement

d. Notice of Award

e. Notice to Proceed

f. Change Order(s)

g. Addenda:

No.____, dated _____, 20__.

No.____, dated _____, 20__.

6. The Town shall pay to the Vendor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. Progress payments shall be made monthly, assuming proper submission of invoices by Vendor.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. This Contract shall be construed in accordance with the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two copies, each of which shall be deemed an original on the date first above written.

APPROVED AS TO FORM:

TOWN:

Town Attorney

By: _____

Name: _____

Title: _____

Notary Public Commission Expires

Commission Number: _____

VENDOR:

Notary Public Commission Expires

By: _____

Name: _____

Title: _____

Commission Number: _____