

1021 Redmond Road Williston, VT 05495

TEL (802) 872-8100

www.cswd.net

**TO:** All Interested Parties

FROM: Michele Morris, Marketing & Communications Director

**RE:** RFP No. 20221017– CSWD Website Development

**DATE:** 10/17/2022

Attached please find Request for Proposals (RFP) No. 20221017– CSWD Website Development, issued by the Chittenden Solid Waste District (the District, CSWD), for the provision of New Website Developer Services.

Every effort has been made to identify, as clearly as possible, the level of detail Respondents are to include in their submittal. An effort also has been made to make the submittal format consistent. Respondents are requested to adhere to this format and make every effort to submit Proposals that are complete and concise.

Questions may be submitted in written form via email and directed to the Project Manager, Michele Morris, Director of Marketing & Communications (mmorris@cswd.net), no later than **8:00 a.m. EST on 11/4/22**.

The Project Manager will aggregate and post/provide responses to all questions between November 7 and November 15, 2022. No questions will be responded to before 11/7/22.

Proposals must be submitted via email and are due to the Project Manager no later than **8:00 a.m. EST on 11/29/22**. Please include "RFP No. 20221017— CSWD Website Development" in the subject line.

# LATE SUBMITTALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

The District sincerely appreciates each party's efforts in responding to this RFP and looks forward to receiving your submittals.



ADMINISTRATIVE OFFICE 1021 Redmond Road Williston, VT 05495

EMAIL info@cswd.net TEL (802) 872-8100

www.cswd.net

# REQUEST FOR PROPOSALS NO. 20221017 FOR NEW WEBSITE DEVELOPER SERVICES

10/17/2022

Issued By:

CHITTENDEN SOLID WASTE DISTRICT 1021 Redmond Road Williston, VT 05495 www.cswd.net 802-872-8100

# **TABLE OF CONTENTS**

SECTION		PAGE
1.0	INTRODUCTION	1
2.0	GENERAL INFORMATION	1
3.0	BACKGROUND	2
4.0	SCOPE OF SERVICES	2
5.0	PROCUREMENT SCHEDULE	5
6.0	PROPOSAL INSTRUCTIONS	5
7.0	PROPRIETARY INFORMATION	8
8.0	RFP QUESTIONS	8
9.0	EVALUATION AND SELECTION PROCESS	9
10.0	TERMS AND AGREEMENTS	10

# **APPENDIX A – Current site challenges**

Phase 1 Deliverables (links to OneDrive location due to size of files)

APPENDIX B – <u>UX Research</u>

**APPENDIX C – Draft Wireframes** 

**APPENDIX D – Draft Sitemap** 

**APPENDIX E – Content Strategy** 

# REQUEST FOR PROPOSALS NO. 20221017 FOR NEW WEBSITE SERVICES

# 1.0 INTRODUCTION

The Chittenden Solid Waste District (the District, CSWD) hereby solicits proposals from qualified companies to perform Phase 2 of a two-phased project. Phase 1 engaged internal and external stakeholders to determine the core functionality needs of CSWD's flagship website (<a href="www.cswd.net">www.cswd.net</a>). Phase 1 deliverables are included as appendices to this RFP.

Phase 2, the work encompassed by this RFP, encompasses refinement and execution of Phase 1 deliverables to build a completely new CSWD website (www.cswd.net).

CSWD seeks proposals from individuals, partnerships, or firms that have demonstrated experience and proficiency in website design, development, and maintenance.

Agencies/Consultants must submit a proposal including their qualifications, work program, and rates. The proposal must be organized according to the outline in Section 6.0 - Proposal Instructions - of this RFP.

#### 1.1 Budget

Respondents should provide a realistic quote based on the Scope of Services outlined in section 4.0. As a municipality CSWD is mindful of spending public money responsibly. We do not anticipate needing to spend more than \$85,000 for the SOW we are seeking. Evaluation criteria (section 9.0) places strong emphasis on the quality and thoughtfulness of proposals.

# 2.0 GENERAL INFORMATION

CSWD is a Municipal District created in 1987 by our member Towns and Cities to implement solid waste mandates legislated by the State of Vermont on their behalf. CSWD is the largest solid waste district in Vermont, serving all 18 Towns and Cities within Chittenden County. Our members include roughly 168,000 residents (25% of the State's population), nearly 7,400 businesses, several large institutions, and tens of thousands of seasonal visitors and tourists. CSWD is not a department or agency of State government. An 18-member Board of Commissioners representing each community within the District provides financial and policy oversight.

Our Mission is to reduce and manage the solid waste generated within Chittenden County in an environmentally sound, efficient, effective, and economical manner. This includes providing information to the public about private and public programs and facilities in addition to District owned and operated programs and facilities.

CSWD facilities include the State's largest compost operation, the only publicly owned Materials Recovery Facility (recycling processing center) in Vermont, a household hazardous waste facility, and six Drop-Off Centers located around the county. These facilities serve communities that reach far beyond District boundaries.

We provide educational outreach and resources as well as technical assistance for our members and perform compliance and enforcement actions as needed to ensure compliance with State and CSWD solid waste mandates within our District.

Select Chittenden County Demographic Data (Source: U.S. Census estimates 2021)

Metric	Percentage of District Population
Age distribution	37% (18-39); 30% (40-64); 15.6% (65+)
Gender	Virtually even female/male
Language other than English spoken at home	10%
Households with a computer (2015-2019)	93%
Households with broadband internet (2015-2019)	85%

#### 3.0 BACKGROUND

CSWD owns and manages two websites: CSWD.net and GreenMountainCompost.com.

The current CSWD website is a result of attempts to meet State mandated requirements while striving to serve multiple external and internal audiences and stakeholders equally. These competing priorities have resulted in a site that is extremely content rich but suffers from several ailments (See Appendix A).

# External Audiences and Stakeholders

CSWD is governed by a Board of Commissioners representing our 18 member towns and cities. Our website provides notice of public meetings and access to agendas and materials provided for those meetings. In addition, it ensures public access to operational documents including our current budget and financial reports, RFPs, and various reports and studies.

Our members—including residents, businesses, institutions, event organizers, 18 municipalities--access our website as a resource for information on what, how, where, and when they can manage virtually any type or form of solid waste. We strive to educate and inform them about waste and toxicity prevention and reduction behavior and resources and to direct them to programs, assistance, and facilities we provide to facilitate that.

The public also uses the site to submit inquiries, complaints, and requests for assistance directly to staff and to access sign-up, feedback, and reporting forms, and to make appointments required to use the Environmental Depot, CSWD's hazardous waste facility.

The Green Mountain Compost website content will be incorporated into cswd.net as a sub-brand.

# Internal Stakeholders

CSWD staff who are in public engagement and customer service positions rely heavily on the website to provide resources and answers to a broad array of inquiries from the public and customers who use our facilities.

The current site hosts a staff-only intranet that will be separated from the site and is not part of the work included in this RFP.

# 4.0 SCOPE OF SERVICES

This section provides a description of the types of services that the District currently believes will be provided by the successful Respondent.

The objective of this phase of work is to apply the Phase 1 deliverables (See Appendices B-E) to create a fresh, modular, future-friendly open-source CMS website that scales and adapts to constantly changing District and

website visitor needs. We are seeking a developer who is also a creative partner in crafting creative technical solutions to some of the more vexing UX challenges posed by the existing site.

The scope of this RFP is to review the findings from Phase 1 discovery work, executed by Gravity Works Design, clarify (if needed) and refine wireframing, sitemap, and UX functionality, determine the best CMS platform for execution and maintenance of those deliverables by CSWD staff, and develop the new website.

This work will result in a completely new CSWD website that matches CSWD's brand identity as a helpful, trustworthy, expert, and professional resource for District members and staff (and often beyond) on the prevention, reduction, and responsible management of solid waste and its toxicity.

# 4.1 Project Structure

### 4.1.1 Process and Communication

- A. The successful Respondent will demonstrate successful use of a cloud-based Project Management platform in other website development projects that enables all parties to access and contribute to project-specific documentation as appropriate, view and track the project timeline and milestones, and communicate with key Project participants as agreed upon by the CSWD and Consultant Project Managers.
- B. The selected Consultant will develop a Project Plan to be approved by the CSWD Project Manager and posted on the Project Management platform. The Plan must adhere to the requirements specified in section 6.1(D).

#### 4.1.2 Deliverables

- A. Respondents must propose a CMS platform based on content and functionality needs identified in the Phase 1 documentation as well as CSWD staff and/or contracted resources available for routine maintenance and scheduled refresh protocols.
- B. Refine and execute UX prototyping and wireframe buildout to demonstrate page templates, test navigation, and refine menus, forms, and functionality.
- C. Work with CSWD Project Manager to determine priorities and project schedule for creation of all new copy, visuals, and other content.
  - CSWD staff will be responsible for providing all copy. Some copy may be adapted from current site, but Consultant should anticipate that most copy will be treated as new, with minimal copy ported as is from current site.
  - Consultant will assess visual and graphic elements of current site and determine whether any should be implemented in new site given Phase 1 findings.
- D. Fully flesh out website aesthetics based on existing CSWD branding and recommending enhancements and/or new brand elements as needed colors, fonts, visual accents. Create complete creative vision and guide for home page, interior pages, and forms.
- E. Build out custom website with final design, functionality, and content.
- F. Train key CSWD staff members on navigation, content management, and basic site maintenance.
- G. Troubleshoot in a sandbox environment.
- H. Archive old site and release final site, including prep for analytics and SEO.

I. Complete punch list of any live site performance issues.

# **KEY DELIVERABLES:**

- Project Plan
- Refinement of Phase 1 wireframes
- Identify essential functionality and mechanisms needed for delivery of such
- Build of website per agreed upon project plan
- Migration of identified existing content and implementation of new content provided by CSWD staff
- Staff training on basic content creation and updates, and CMS maintenance.
- Archiving of old site
- Technical spec list of all plugins, modules, and/or stand-alone software used to achieve desired functionality (if applicable)
- Recommended maintenance plan for site focusing on maintaining stability and functionality.

# 4.1.3 Optional Proposal for Support and Maintenance

Respondents are invited to include a proposal for ongoing support, which could include:

- Pricing structure for ongoing maintenance for stability and functionality as well as fee structure for changes or new asks related to UX/UI. (CSWD staff will be responsible for all post-launch content corrections, updates, and other modifications.)
- Ongoing SEO and performance support, continued WCAG compliance, social media integration, and other needs or recommendations identified during Proposal development.

# 4.2 Mandatory Elements and Essential Features

The Phase 1 work focused on incorporating certain mandatory elements as dictated by Vermont State requirements and/or as identified by CSWD staff. These were identified and incorporated into the sitemap and wireframing deliverables. Documentation is provided in Appendices C and D.

# 4.3 Technical Information

# 4.3.1 CMS Options

The current CSWD website is built on WordPress using a custom theme that was rebuilt in 2019 using \_s and Bootstrap themes as a foundation. This RFP does not require that the new site be built on WordPress, and CSWD will consider alternatives that are stable, open-source, and facilitate easy, efficient, and flexible administrative management and maintenance.

The successful Respondent will demonstrate a thorough understanding of the Phase 1 deliverables and propose a CMS that is best equipped to execute those deliverables, understanding that CSWD does not have a dedicated web developer. The website will be updated and maintained by the existing CSWD Marketing Manager, Marketing Creative Specialist, and Director of Information Systems. The site should be designed to provide maximum return for minimal staff time.

# 4.3.2 Hosting Environment

The cswd.net website and domain records are hosted on SiteGround. In addition to A records for domains, CSWD's mx record (pointing to O365), various CNAME records and lync/sip SRV records for Teams are hosted in this environment. Though it is most convenient to host these resources in the same environment, we are open to exploring other services if the cost is competitive and there are technical advantages. The budget for this Scope of Work does not include hosting services. Consultants are invited to offer optional proposals as noted under 4.1.3 – Optional Proposal for Support and Maintenance.

#### 4.3.3 Permissions

We will need up to three primary technical administrators with full permissions who can manage version and plug-in updates, performance glitches, etc. One may be for an external vendor for maintenance and troubleshooting.

- We will need three to five primary content administrators with full access to content and limited access to site functionality. Our current site has six Administrators and five Editors.
- Other access and permissions levels will be determined by site functionality. For example, we currently have six custom roles to accommodate our appointments, events, and reporting functionality management, plus two more for staff and volunteer Waste Warrior management. We are seeking to limit overall site access by splitting off the Intranet and possibly the volunteer portal.

# 5.0 PROCUREMENT SCHEDULE

Date	Milestone
October 17, 2022	RFP Posted
8:00 a.m. EST, Nov. 4, 2022	Deadline for questions
Nov. 15, 2022	Answers posted & distributed
8:00 a.m. EST, Nov. 29, 2022	Proposals due
Dec. 21, 2022	Project awarded/Contract negotiated
May 1, 2023	Staff training completed, Website launch
June 1, 2022	Punch list completed

A Proposal Evaluation Committee will evaluate the proposals and may invite shortlisted Agency/Consultants to attend interviews prior to making a final recommendation. All Agency/Consultants will be notified of the outcome of the selection process.

# 6.0 PROPOSAL INSTRUCTIONS

Proposals must be emailed to the project manager **no later than 8:00 AM EST on 11/29, 2022.** Proposals received after this time will not be considered. Proposals should have the subject line noted with "Proposal No. 20221017 Website Development." Proposals should be emailed to:

Michele Morris

Email: mmorris@cswd.net

This is a request for proposals, not a request for bids. There will be no public opening or reading of responses received.

The Proposals shall be considered valid for a period of 60 days and must contain a statement to that effect. The Proposal must contain the name, address, and telephone number of an individual or individuals with authority to commit to all provisions of this RFP during the period in which the District is evaluating the Proposals.

# 6.1 Proposals must include the following sections in the following order:

- A. Cover Letter
- B. Agents and Address
- C. Project Understanding and Statement of Qualifications
- D. Project Management Plan
- E. Proposed Cost Estimate
- F. References and Relevant Projects
- G. Additional Services (Optional)

# A. Cover Letter

The cover letter must contain:

- Identification of the Respondent;
- Address, e-mail address, and telephone number of the Respondent;
- Identification of Respondent's key staff members proposed to be involved in the project;
- An acknowledgment of receipt of this RFP, all RFP addenda (if any), and a statement that it is understood that all conditions contained in this RFP can be incorporated into any resulting contract;
- A statement that the Proposal will remain in effect for 60days after receipt by the District;
- A statement affirming that all information contained in Respondent's Proposal is factual and is accurate (deliberately misrepresenting facts will be grounds for dismissal from consideration on this RFP); and
- The signature of an individual who is authorized to bind the Respondent contractually.

# B. Agents and Address

Identify who will be the project manager and key staff performing each phase of work. Provide summaries of the qualifications and experience of the individuals who will be managing and executing each Phase of work and its components. Include specific information on the staff's experience with public sector or solid-waste related websites.

# C. Project Understanding and Statement of Qualifications

This section shall provide a succinct statement of the Respondent's understanding of the District's needs, both at present and future, and it shall include a clear description of Respondent's qualifications in performing the services identified in or anticipated from the description of needs identified in Section 4.0 Scope of Services. At minimum, Respondents must provide:

# 1. Project Team and Subcontractors

The Respondent shall identify the proposed project team and the roles of each of the team members. It is expected that the team identified in the Proposal will be consistent throughout the term of the project and will be utilized should the Respondent be awarded a contract.

# 2. Project Staffing

Respondents must demonstrate the experience and qualifications of personnel assigned and committed to the project. Respondents are to provide the following:

- A list of personnel who will be assigned and committed to the project team, along with the
  organizational structure of the group. Descriptions of regional managers, office managers,
  marketing people, etc., are specifically not requested. The District's evaluation will be based strictly
  upon the project staff.
- Project staff's applicable experience, as well as each member's applicable experience in open-source CMS-specific website design, execution, and support, and any other relevant experience in the various operations performed by CSWD.

# 3. Subconsultants

For each of Respondent's subconsultants, provide a concise description of the role to be served by the subconsultant and describe their experience in performing similar roles on other projects. The Consultant shall assume full responsibility for any subconsultant activities. The District reserves the right to approve any of the proposed subconsultants. Any Respondent who chooses to respond to this RFP as the prime consultant cannot be listed as a subconsultant to another prime or be listed as a team member under 6.4.2.

# D. Project Management Plan

The Respondent shall detail how the Respondent proposes to manage the work and interface with the District's staff. The Project Management Plan shall consist of Respondent's proposal for managing and controlling the work to be performed under this contract accomplishing the Scope of Services set forth in Section 4.0 of this RFP. The Project Management Plan must describe Respondent's approach to completing these projects, how Respondent intends to meet the demands of the projects and a schedule for completion of specific milestones and the overall Project.

Please specify the services to be completed directly by Respondent and those that will be subcontracted.

We expect work to commence as soon as possible after the contract is awarded.

# E. Proposed Cost Estimate

Provide a total cost estimate with a "not to exceed" amount for the work described in Scope of Services (section 4.0), and a rate schedule for computing any extra work not specified in the contracted Scope of Services. The Project budget must be comprehensive, including all Tasks, by name; all personnel assigned to each Task; the number of hours for each Task and for each person assigned to that Task.

The estimate should be as detailed as possible showing hourly billing rates for key personnel, hours estimated, and all other incidentals.

# F. References and Relevant Projects

Include the name, address, telephone number, and e-mail address for contact persons at five (5) other entities for which comparable services have recently been rendered. Extra consideration will be given to proposals including references for comparable services performed for municipal and/or solid waste related entities.

Descriptions must include the following:

- Contracting agency name, address, and URL of relevant project. Email and telephone number of the contact responsible for overseeing the contract.
- Project commencement and completion dates.

- Scope of Services delivered: Describe the portion of the project for which your firm was directly responsible. A list of project team members and a brief description of each member's responsibilities.
- The use and specific responsibilities of any subcontractors used on each project.
- Timeliness in meeting project deadlines.
- Any other information you feel would reflect your ability to meet CSWD's needs for this project.

# G. Additional Services (Optional)

Provide any other related and recommended products or service not specified in the RFP which you consider to be essential or beneficial. These services should be priced separately from "E" above and shown here.

# 6.2 Method of Billing

Projects shall be billed as agreed to by the successful Respondents and the District. The District's preferred payment schedule is 40-30-30: Forty percent of the project cost payable upon project commencement, thirty percent payable at the agreed upon mid-point, and Thirty percent payable once the project is concluded to the satisfaction of the District. The District's standard payable cycle is net 30 of receipt of the itemized invoice.

To simplify billing procedures, the Respondent shall propose fixed standard rates by category; such fixed rates shall include direct and indirect costs. To facilitate the review process, the Respondent shall provide a single table, organized by proposed billing categories, showing individual(s) assigned to this Project, including title as listed in Project Team and Subcontractors, and fully burdened billing rate (based on overhead rate and proposed profit margin) for each category.

All direct expenses (excluding administrative overhead and incidentals referenced above) shall be billed at cost. There shall be no markup applied for the use of subconsultants or any materials or equipment utilized to perform the work.

# 6.3 Appendices

Respondents may include any information not solicited that the Respondent believes to be relevant and important to the understanding of the Proposal.

# 7.0 PROPRIETARY INFORMATION

All Proposals become the property of the District and will be subject to public review. If any proprietary information is contained in or attached to the written Proposal, it must be clearly identified for the District to ensure protection of such information. Such information must also meet generally accepted definitions of trade secrets or other confidential business information.

# 8.0 RFP QUESTIONS

Any questions concerning this RFP and the Scope of Services in particular must be received in written form and will be accepted until 8:00 a.m. EST on 11/4/22. All written questions should be addressed to Michele Morris, Director of Marketing and Communications (<a href="mailto:mmorris@cswd.net">mmorris@cswd.net</a>). The District will not be responsible for information that is not received, and it is Respondent's responsibility to confirm our receipt of the questions. Questions will not be answered over the telephone.

Written responses to all substantive questions will be posted and forwarded to all prospective Respondents in advance of the Proposal submittal deadline.

#### 9.0 EVALUATION AND SELECTION PROCESS

# 9.1 Evaluation Criteria

The Evaluation Committee may seek clarifications from vendors regarding proposals. Proposal respondents must provide written responses and incomplete and/or unclear responses may result in a proposal being deemed unacceptable. CSWD reserves the right to select a vendor without requesting clarification and may not seek clarifications from all vendors submitting proposals.

Proposals will be ranked according to the following criteria:

# Experience of Firm and Key Staff: 35% weight

- 40 points: Evidence of past successful execution of websites on open-source CMS platforms maintained by the client;
- 20 points: Expertise and specific experience of assigned personnel in the types of work referenced above:
- 40 points: Quality and specificity of favorable references for similar work performed since 2019.

# Understanding of Scope of Services and Quality of Response: 40% weight

- 20 points: Demonstration of understanding of the project and its goals, and responsiveness thereto;
- 15 points: Completeness of response and adherence to instructions;
- 45 points: Detail and quality of overall project proposal and plan;
- 20 points: Demonstration of ability to meet budget and work schedules.

# Fee Proposal: 25% weight

- 75 points: Thoughtful allocation of resources to leverage impact;
- 25 points: Identification of opportunities for cost-savings

#### 9.2 Interviews

Based on the evaluation, the District may choose to shortlist two to three firms for interviews. Shortlisted firms will be invited to provide brief presentations. The Evaluation Committee reserves the right to make a recommendation for contract award based on the interview or to forego the interview process and make the recommendation directly from the evaluation of the written Proposals.

# 9.3 Negotiation of Contract

Following selection of the preferred Respondents, the District will seek to negotiate a contract for performance of this work with the Respondent.

The Respondent's proposal should be developed in sufficient detail so that it can serve as an attachment in any resulting contract.

If the District is unable to negotiate a satisfactory contract with the preferred Respondent within a reasonable time frame, the District reserves the right to negotiate with any or all other Respondents to this RFP without further advertisement or issuance of another RFP.

The contract which ultimately may result from this RFP will be governed by the laws of the State of Vermont.

# 10.0 TERMS AND AGREEMENTS

#### 10.1 District Rights

This RFP does not commit the District to contract with any Respondent nor does it commit the District to an exclusive agreement with the Consultant for these services. The District reserves the following rights:

- To withdraw this RFP at any time;
- To reject any and all Proposals or Respondents;
- To eliminate any of the tasks in the Scope of Services of this RFP and to issue a contract with a correspondingly reduced Project Work Program;
- To modify the RFP or to issue subsequent RFPs at the District's sole discretion;
- To postpone award of the contract;
- To accept the Proposal that the District finds to be the most advantageous and/or beneficial to the District;
- To split the award or to make multiple awards;
- To negotiate the Proposal to further refine, clarify, amend, or expand any and all aspects of the Proposal;
- To accept Proposals that do not offer the lowest cost;
- To confirm all references and contact further references obtained from other sources as deemed necessary;
- To request Respondents to send representatives to Williston, Vermont for interviews at the Respondents' expense.
- To waive any informalities or technicalities in any Proposal; and
- To apply any additional rights as may be allowed under applicable purchasing laws and rules.

# **10.2** Term of Contract

The contract which may result from this RFP will be a service contract.

The term of the contract will be for a period of one year from (on or about) January 1, 2023 to June 30, 2023; however, it is expected that the project will not need this amount of time to complete. The District anticipates the project should take no longer than 3-5 months from beginning to end.

# 10.3 Equal Opportunity Compliance

The Consultant must agree to abide by all applicable Vermont State Minority Hiring laws, Equal Opportunity Employment Rules and Regulations, and Executive Orders and any and all other applicable Vermont employment laws, rules or regulations.

State Equal Opportunity Compliance Certificate and Agreement procedures must be complied with when applicable. If applicable, certification shall be required as a condition precedent to receipt of any payment for supplies or services.

# **10.4** Minority Business Enterprise

When practicable, the Consultant will be required to seek minority and women business enterprise participation in the amounts required by Vermont general laws and applicable regulations.

# 10.5 Subcontractors

It will be the Consultant's responsibility to see that all subcontractors, if any, conform to all contract requirements and provisions stated in the RFP.

# 10.6 Relationship As Independent Contractor

The relationship between the Consultant and the District under any resulting contract shall be that of independent contractor. Nothing in this RFP nor any resulting contract shall be construed to designate the Consultant, or any of its employees or subcontractors, as employees, agents, joint ventures, or partners of the District.

#### **10.7** Conflict Of Interest

A Respondent submitting a Proposal thereby certifies that: No officer, agent, or employee of the District has a pecuniary interest in the Proposal or has participated in contract negotiations on the part of the Respondent; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Respondent for the same call for Proposals; and, the Respondent is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm. 9Further, no person or firm who is listed as a Subcontractor shall be eligible to become a qualified Respondent in the same solicitation.

# **10.8 Contractual Disputes**

All claims, disputes, and other matters in question arising out of or relating to this Contract or the performance or interpretation thereof shall be submitted to arbitration pursuant to the terms of Title 12, Chapter 192, of the Vermont General Laws, as amended.

# 10.9 Termination

- If the Consultant or the District fails to fulfill its obligations in a timely and proper manner, or if either party violates any of the agreements of the negotiated contract, either party shall have the right to terminate the contract by giving written notice to the other party. Termination of the contract shall in no way limit any legal rights of either party.
- The District reserves the right to terminate the contract without cause at any time by giving the
  Consultant ten (10) days' written notice. The Consultant shall be entitled to reasonable compensation
  for any services rendered prior to the date of termination subject to damages the District may have
  suffered due to breach of contract. Any finished or unfinished work prepared on behalf of the District
  shall become the property of the District.
- Any resulting contract may be considered null and void if the Consultant deliberately mis-represented facts or provided false information in the Proposal.

# **10.10** Billing Procedures

Final billing procedures shall be negotiated prior to the execution of the contract. Invoices minimally will contain the Consultant's name, address and phone number; date; and a work order summary including amount approved, amount billed, amount remaining to date. Invoices shall be paid by the District within thirty (30) days of receipt of an acceptable invoice for goods and/or services that have been received and accepted.

# 10.11 Insurance

The Consultant, prior to contract execution, will be required to submit a valid, currently dated Certificate of Insurance satisfactory to the District as evidence that the Consultant is adequately insured throughout the period of the contract by a recognized and responsible insurer authorized to do business in Vermont. Minimum limits include:

• Errors and Omissions, \$1,000,000

The Certificate of Insurance should name the District as an additional named insured. Any exclusions or exceptions to the types of claims and amounts which may be collected against a legitimate claim must be clearly delineated. The insurer will be required to provide the District with notification of any cancellation or change in the insurance coverage during the period of the contract between the Consultant and the District. Such notification must be made not less than thirty (30) days prior to date said cancellation or change becomes effective.

Failure to maintain the insurance required shall be cause for immediate termination of the contract by the District.

The District reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

# **APPENDIX A: IDENTIFIED ISSUES OF CURRENT SITE**

- Poor mobile responsiveness
- Too much information to navigate
- Content is buried too deep in the site
- Cumbersome navigation
- Sub-optimal search function
- Lack of focus
- Inconsistent branding
- Orphaned pages
- Burdensome maintenance
- ADA non-compliance
- Inflexible theme templates
- Over-reliance on plug-ins
- Poor SEO
- Lack of integration with social platforms
- Unreliable analytics
- Inability to implement universal updates to site content. Ex: Changes to hours at one of our facilities, which appears in multiple locations on the site.