

# Town of Kilmarnock

**VICE MAYOR** - REBECCA TEBBS NUNN  
**COUNCIL MEMBER**- KEITH BUTLER  
**COUNCIL MEMBER**- BETSY CROWTHER  
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**COUNCIL MEMBER**- DR. CURTIS H. SMITH  
**COUNCIL MEMBER**- MICHAEL T. SUTHERLAND

**MAYOR** - MAE P. UMPHLETT



**TOWN MANAGER**- TOM SAUNDERS  
**TOWN ATTORNEY** - PAUL C. STAMM, JR.  
**DEPUTY TOWN MANAGER**-SUSAN COCKRELL  
**TOWN PLANNER** - MARSHALL SEBRA  
**TOWN CLERK** -CINDY BALDERSON  
**TOWN TREASURER** - JUDY G. STEVENS  
**POLICE CHIEF** - MICHAEL S. BEDELL

## **Request for Proposal:**

**Town of Kilmarnock, VA Website Redesign & Development**

**Issue Date: July 9, 2018**

**Title: Kilmarnock VA Website Redesign & Development**

**Issuing Organization: Town of Kilmarnock**

**Close Date: August 6, 2018 4:00 PM**

**From: Susan Cockrell, Deputy Town Manager**

## **I. PURPOSE OF SOLICITATION**

The Town of Kilmarnock, Virginia is issuing a Request for Proposals (RFP) to solicit proposals from qualified firms for the redevelopment\redesign of its official local government website. This community of 1,400 residents is seeking a long-term relationship with a vendor for design services with on-going support for content updating. The overarching role of the town's website is to spotlight Kilmarnock as a place to live and explore as well as to satisfy governmental and public resource functions. The Town is looking for a site that is visually appealing and easy to navigate, regardless of the device used to access the site. The site must be secure with easy staff access to update relevant content in a timely manner.

## **II. GENERAL INFORMATION**

### **Project Overview**

The Town of Kilmarnock is a small municipality (pop. 1400) in rural, eastern Virginia, along the Chesapeake Bay. The website is a primary citizen interface for governmental news, utility services and payments of various kinds. It is also a visitor information source for many activities in the region. This project is to update\change out\enhance our web presence and ease of consumer use. The new website should include optimization and seamless responsiveness for desktop, tablet, and mobile phone devices with an intuitive user experience.

The Town Kilmarnock is preparing to enter into a partnership with a web site development and hosting company that has a proven track record of developing, implementing and supporting an integrated and comprehensive system of e-government applications that encompass a wide range of user needs in Internet application technologies.

The current site: [www.kilmarnockva.com](http://www.kilmarnockva.com) was developed in 2009 and is not compatible with current technology in several areas.

### **Project Approach:**

The Town does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations as defined under the Virginia Public Procurement Act on the basis of such organization's religious or charitable character. Reasonable accommodations will be provided to persons with disabilities, if required.

This procurement is governed by the procedures of the Virginia Public Procurement Act and the procurement procedures of the Town.

Where applicable, the meaning of a word or phrase used herein shall be the meaning given in the Virginia Public Procurement Act. Specifically, this procurement of professional services will follow the procedures in Sec. 2.2-4300, et seq., of the Code of Virginia.

There is no expressed or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. All references to “Town,” “Town of Kilmarnock” means “Town of Kilmarnock, Virginia”.

***To be considered, one (1) original and three (3) copies (3 CD copies may be provided in addition to hard copies) of a proposal must be received by the Town of Kilmarnock Deputy Town Manager, 1 North Main Street or PO Box 1357, Kilmarnock, Virginia 22482 and no later than 4 p.m. on Friday, August 3, 2018. The Town reserves the right to reject any or all proposals submitted.***

A Proposal Selection Committee, selected by the Town Manager, will evaluate proposals submitted. During the evaluation process, the Proposal Selection Committee and the Town reserves the right, where it may serve the Town’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Town or the Proposal Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the contract between the Town and the firm selected.

### **III. Guide to this RFP**

Our expectation is that this document will convey our vision for the new site and specific challenges with the existing one. It includes a background section about our organization, suggests an outline for organizing the content of the new site, and desired technologies. In providing these details, our intent is not to convey that we have all of the answers in creating the best possible site. The ideal and preferred vendor will bring its own ideas and vision based on industry expertise, technical capability, and client relations, guiding us to incorporate our goals into that vision. Please feel free to email [susancockrell@kilmarnockva.com](mailto:susancockrell@kilmarnockva.com) with questions or comments.”

### **IV. Project Goals**

A new, improved site will enable more consumer interface (bill paying, more searches, easier contact as examples) and ease of maintenance. Our primary consumer is our immediate citizen but we also are a source for regional information, especially visitor related experiences. Our regional tourism site ([www.virginiariverrealm.com](http://www.virginiariverrealm.com)) is extremely well received and [kilmarnockva.com](http://kilmarnockva.com) should use the River Realm site as the tourism content. Any other aspects that would be compatible would be a plus.

Through words, images, and color, the website should use engaging content to convey the authentic and distinctive Kilmarnock experience. Content will include business listings with mapping tools, photography, videography, slide shows, event features, and other components to provide the resources that both

citizens and visitors need. Kilmarnock can provide an existing library of content, but additional components will also needed to be created to populate the site.

The website should be fully optimized for all desktop and mobile platforms and include a content management system which can be easily modified by Kilmarnock staff for updates and additions. The site shall continue to use the [www.kilmarnockva.com](http://www.kilmarnockva.com) URL. This proposal shall be considered with and without hosting services.

Features needed:

- Event calendar : including a tie in to regional events in [www.virginiasriverrealm.com](http://www.virginiasriverrealm.com)
- Location for announcements and news
- On line bill paying: must tie to existing utility, tax and other miscellaneous payment processes.
- Non duplication with Virginia's River Realm site in terms of content
- Ease of maintenance , especially with retained data (meeting meetings as an example)
- 2 click max (as the target) for users
- Tied to Mail Chimp for mass communications
- Preferably Word Press as the platform
- Clean, simple layout
- Mobile ready as primary mode vs tablet or desktop

### **Proposed Sitemap**

Resident features

Visitor features

Government contacts: Mayor, Council, staff

Program content

Utilities as its own tab

"I want to" tab

### **VI. Scope of Work**

- Project management
- Content strategy
- Shared copy writing with Kilmarnock staff
- Information design
- Visual design
- Search engine optimization
- Mobile device optimization
- Testing & quality assurance
- Software training

### **Specifications**

- Design and build a website that showcases the resident and visitor-focused attributes of the Kilmarnock area through visually stimulating and engaging content and user-friendly tools.
- Integrate with [www.virginiasriverrealm.com](http://www.virginiasriverrealm.com) to showcase lodging, dining, attractions, recreation, shopping, and event experiences with appropriate mapping capabilities.
- Design website within a consistent and professional template that allows for Kilmarnock staff to handle basic updating of content including text and photography.
- Integrate tools to monitor website performance using Google Analytics, or other such management tools, to achieve maximum marketing results and actionable key performance indicators.
- Integrate social media platforms.
- Provide opportunities for business conversion including information request (mailed and digital), email newsletter sign up
- Potentially provide ongoing support and counsel on how to maximize emerging technology and trends in digital marketing, design, and development.
- Chosen vendor shall provide on-site training for Kilmarnock staff in the use of the data input, report running, and other tasks related to use of the data collection and reporting aspects of the website.
- Data collected should be able to be exported in .csv or Excel file form without cumbersome manipulation.
- Migration of all existing content with pages moved to coordinate with new menu structure and ensuring that no links are broken and that they function properly.
- Specific Requirements for Functionality including:
  - a. Visual “Welcome Mat” with appeal to both citizens and visitors that is effective, efficient and convenient
  - b. Incorporate high image uncluttered design with information access that is intuitive and easily accessible
  - c. Menus incorporating ease of navigation for locating information. Menu Bar always present with submenus that expand and disappear as needed
  - d. News and announcements readily accessible including link on the front page to provide quick access to an index of the town data/agenda/report.
  - e. Links to Town news information and social media and other related websites
  - f. Search function for finding information should include “I want to...” query for the non-technical user to get what they need
  - g. Ability for users to download documents and forms and to complete and submit forms on line, request services on line
  - h. Provide access to the town code, other regulatory information and other pertinent organizational or state agency websites.

## **Technical Requirements**

### *E-commerce*

Interface with existing financial software- MCSJ from Edmunds and Associates for Utility, tax and fees-both billing and collection. We will provide those links.

### *Content Management Software*

Preferably WordPress as we are working in that now.

#### *Web Host*

There is not a preferred host.

#### *Browser Support*

Do not design for dated browser support.

#### *User Accounts*

We would not desire applications that require user accounts other than for billing purposes.

### **VII. Preliminary timeline**

July 9, 2018: RFP issued

July 23, 2018: Questions for clarity accepted until this date via [susancockrell@kilmarnockva.com](mailto:susancockrell@kilmarnockva.com) or 804-435-1552 x25.

August 6, 2018: Deadline for proposals. All proposals should be submitted electronically to Susan Cockrell, Deputy Town Manager, [susancockrell@kilmarnockva.com](mailto:susancockrell@kilmarnockva.com).

August 17, 2018: Review of proposals completed

August 25, 2018: Notification and interview of finalists

September 30 2018: Completion of contract

October 2018: Work begins

April 30, 2019: Completion with some phases functioning in the months previous.

### **VIII. PROPOSAL REQUIREMENTS**

The Proposal shall provide all information necessary for the Town to evaluate the suitability of the proposing firm to provide the website design services described herein. The proposal shall demonstrate the experience, resources, and capabilities of the Offeror to perform these services.

#### **A. Structure of Proposals**

Respondents are instructed to submit one (1) original and three (3) copies (3 CD copies in addition to hard copies are acceptable). Each proposal shall include a cover letter, and a table of contents.

Information contained in the Proposal shall be stated in a clear and concise manner.

1. General history of the firm and its organization. Limit of two (2) pages.

2. Detailed description of the firm's most recent experience on three (3) similar type projects for other municipalities of comparable size. The firm shall demonstrate familiarity with website technical planning/design requirements.

3. Detailed résumés of Offeror's key personnel to be assigned to the project, their past experience, current certifications, availability, and their Office location.

4. Description of the firm's approach to serving the needs of the Town.

#### **EVALUATION CRITERIA**

Criteria used to evaluate the proposals shall include the following:

1. Qualification and experience of the firm. In particular, experience of specific employees who will be assigned to the Town.
2. Availability of Vendor staff to meet with Town staff on an ongoing basis and communicate with appropriate Town officials who are responsible for website administration.
3. Responsiveness of the written proposal.
4. Performance record and demonstrated ability to work with a municipal organization to provide the requested web design services.
5. Comprehension and soundness of assessing the proposal and role of the Web Design vendor to meet the objectives of the Town.
6. Key personnel
  - a) Experience, qualifications, and technical competence of personnel proposed to be assigned to the project.
  - b) Proposer's commitment to provide identified personnel for the duration of the project.

#### PROCUREMENT AND THE SELECTION PROCESS

1. Procurement of this Professional Services Contract shall be conducted through a competitive negotiations process, in accordance with the following procedure:

Following receipt of proposals, the Town shall review the proposals, rank them and select three or more Offerors for interviews and engage in individual discussions with at least the three top ranked Offerors who have been deemed fully qualified. Repetitive informal interviews shall be permissible. At the discussion stage, Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the Project, as well as alternative concepts. The Town may discuss nonbinding estimates of total project costs.

Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Town can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated, and negotiations conducted with the Offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.

Proprietary information from competing Offerors shall not be disclosed to the public or to competitors during the discussion/negotiations processes. However, prior to, or simultaneously with, submission of any proprietary information, an Offeror must specifically identify the data or other materials to be protected, and state the reason(s) why protection is necessary. If an Offeror fails to invoke this protection prior to or upon submission of any proprietary information, the information or materials sought may be subject to disclosure under the Virginia Freedom of Information Act, the Virginia Public Procurement Act.

Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records, within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event the Town decides not to accept any of the proposals

received and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

The Town may cancel this Request for Proposals or reject any proposals received in response thereto.

#### **IX. GENERAL CONDITIONS**

The following shall be and become terms and conditions of any contract resulting from this procurement:

- A. Vendor shall provide design, programming and other consulting services per the fee schedule as negotiated. These services shall include but not be limited to coding, markup, design, graphics, scripts, programming, staff training, and other work necessary for the successful functioning of the project as an Internet site.
- B. In the event Vendor Tools are incorporated into or are used in conjunction with the Website, or any Vendor Tools are used to manipulate content for distribution on the Website, then Vendor hereby grants to the Town a worldwide, non-exclusive, assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute, sublicense, create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Vendor Tools in any media now known or hereafter known. Throughout the term of the Agreement and immediately upon termination, Vendor shall provide to the Town the most current copies of any Vendor Tools to which the Town has rights under the foregoing, plus any related documentation.
- C. Vendor shall make available draft and final versions of the Work Product on a password-protected server (the "Shadow Site") for Town's review and acceptance.
- D. All materials and programming will be considered the intellectual property of the Town and the Town will be the only entity entitled to any claim of ownership thereof.
- E. The selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its obligations, rights, interest herein to any other person, company or corporation without the previous consent and approval in writing by the Town. At least thirty percent (30%) of all work related to this contract shall be performed by the primary firm.
- F. The vendor shall indemnify and hold harmless the Town, its agents, officials, employees and volunteers from and against all liability, claims, loss, and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the vendor's negligent acts, errors or omissions in the performance of professional services under this contract and those of its employees, sub-consultants and anyone for whom the vendor is legally liable.
- I. The vendor shall maintain professional liability insurance, in an amount not less than \$1,000,000, to cover damages caused by the negligent or wrongful errors and omissions of the vendor, its employees and agents, and the vendor shall maintain such insurance at all times this Contract is in effect and for a period of 5 years after final completion of the Project. A Certificate of Insurance outlining the terms and limits of the vendor's current Errors and Omissions Insurance shall be submitted to the Town within ten (10) days of the execution of this contract. The Town reserves the right to terminate this agreement in the event the Professional fails to provide evidence of adequate and current Errors and Omissions insurance. If, during the five year term following completion of the Project in which the Professional is to maintain in force the errors and omissions

policy, the cost of such policy increases by more than fifty percent (50%) over the cost of said policy for the year in which the project is completed, then the Professional may be entitled to reduce or cancel such insurance, by first giving written notice to the Town forty-five (45) days in advance. Worker's Compensation. The Professional shall purchase and maintain, at its expense, Worker's Compensation, Disability Benefit, or similar employee benefit act coverage, and employer's liability coverage, as required by the laws of the Commonwealth of Virginia.

J. Each calendar month the vendor shall submit an invoice requesting payment for services rendered during the preceding calendar month, and for expenses due hereunder. The vendor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended, and the person(s) rendering such service. The invoice shall be accompanied by receipts, invoices or other documentation, as the Town may require, establishing the amount of the expenses for which reimbursement or payment is sought. Each invoice shall bear the signature of the vendor, which signature shall constitute the vendor's representation to the Town that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with the Contract, that all obligations of the vendor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the vendor that payment of any portion thereof should be withheld. Submission of the vendor's invoice for final payment shall further constitute the vendor's representation to the Town that, upon receipt by the Town of the amount invoiced, all obligations of the vendor to others, including its consultants, incurred in connection with the Project, will be paid in full. In the event that any invoice contains a defect or impropriety that would prevent payment by the required payment date, the Town shall notify the Professional in writing of such defect or impropriety.

K. In the event that the Town becomes credibly informed that any representations of the vendor as set forth in the paragraph proceeding above are wholly or partially inaccurate, the Town may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the Town's satisfaction.

L. The Town shall make payment to the vendor of all sums properly invoiced under the provisions of this Section, within forty-five (45) days of the Town's receipt of such invoice.

Interest shall accrue at the rate of one percent (1%) per month, on any amounts which remain unpaid for more than sixty (60) days following the date a payment is due. No interest shall accrue when payment is delayed due to a dispute between the Town and the vendor as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest shall apply only to that portion of a delayed payment which is actually the subject of the dispute and shall apply only for the duration of such disagreement.

N. Payment and performance obligations of the Town, beyond the initial fiscal year of this contract, are expressly conditioned upon the availability and appropriation by the Town of public funds in each subsequent fiscal year. When public funds are not appropriated or are otherwise unavailable to support continuation of performance by the Town in a subsequent fiscal period, this contract and the Town's obligations hereunder shall automatically expire, without liability or penalty to the Town. In that event, the vendor shall be paid for all services rendered prior to the expiration date.

O. Either party hereto may terminate this Contract upon giving ten (10) days' written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. This Contract may be terminated by the Town without cause upon thirty (30) days' written notice to the vendor. In the event of such a termination without cause, the Town shall pay the vendor for all services rendered prior to the termination, plus any reasonable expenses incurred and unpaid which would otherwise be payable hereunder. In such event, the vendor shall promptly submit to the Town its invoice for final payment.

All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the vendor or the vendor's consultants, shall be made available to the Town for inspection and copying upon written request of the Town. Additionally, said records shall be made available, upon request by the Town, to any local, state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, audio recordings, videos, or other writings or things which document the Project. Said records expressly include those documents reflecting the time expended by the vendor and its personnel in performing the obligations of this Contract and the records of expenses incurred by the Professional in its performance under said Contract. The Professional shall maintain and protect these records for no less than three (3) years after final completion of the Project, or for any longer period of time as may be required by applicable law or standard architectural practice.

This Professional Services Contract shall be deemed to be entered into in the Town of Kilmarnock, Virginia. This Professional Services Contract shall, in all aspects, be governed by and interpreted under the laws of the Commonwealth of Virginia.

#### CONTACTS

For general information, contact:

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1 N. Main Street

Kilmarnock, VA 22482

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Email: [susancockrell@kilmarnockva.com](mailto:susancockrell@kilmarnockva.com)

Town Website: [www.kilmarnockva.com](http://www.kilmarnockva.com)