



Request for Proposal for Web Design Services

SECTION 1: INTRODUCTION & INSTRUCTIONS TO PROPOSERS

The Central Shenandoah Planning District Commission (CSPDC) administers the transit funds for the BRITE public transit system (the “Brite Bus Transit Services”) which operates in the Staunton-Augusta-Waynesboro, Virginia area. The CSPDC also plans and manages the BRITE Bus Transit Services.

1.1 Purpose

This Request for Proposal (RFP) is seeking to obtain comprehensive and innovative proposals and competitive pricing for the creation of a dynamic, user-friendly website for BRITE public transit system.

1.2 Competition Intended

It is the CSPDC’s intent that this RFP permits full and open competition. It shall be the responsibility of the Proposer (also referred to herein as the “Vendor”) to advise the Primary Contact in writing if any language, requirement, or specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Primary Contact no later than 15 days prior to the Proposal Due Date, as defined below.

1.3 Inquiries & Proposals

Inquiries and proposals should be directed to the Primary Contact:

Nancy Gourley, Transit Manager
Central Shenandoah Planning District Commission
112 MacTanly Place
Staunton, VA 24401
Phone: (540) 885-5174
Email: nancy@cspdc.org

Instructions on submission: All proposals must be received no later than 5:00PM EDT on August 25, 2017 (the “Proposal Due Date”).

Any questions related to this request should be submitted by email to nancy@cspdc.org. The last date for receipt of questions is August 7, 2017 no later than 5:00PM EDT. Answers and responses to questions shall only be considered binding if in writing and provided by CSPDC. All questions and comments must be labeled “Written Questions – Request for Proposal for Web Design Services” in the subject line. The CSPDC is not responsible for failure to respond to a request that has not been labeled appropriately. All questions which affect the nature of the scope of the RFP, along with answers provided by the CSPDC, will be provided to Proposers in the form of amendments posted on the BRITE Bus Transit Services webpage (www.britebus.org) 15 days prior to the Proposal Due Date.

1.4 Conditions

Any and all costs incurred in the preparation of this Proposal will be the responsibility of the respondent and will not be reimbursed by the CSPDC.



1.5 Certification – Suspension and Debarment

Each Proposer, by submitting a proposal in response to this RFP, represents that the Proposer is not on any Commonwealth of Virginia, United States General Services Administration (GSA), or United States Department of Transportation (DOT) list of disqualified or ineligible Proposers, including the list maintained by the GSA of companies and individuals that are debarred, suspended, or otherwise excluded from doing business with the United States Government, and that no facility to be used in the production or performance of this project has been listed by the United States Environmental Protection Agency as a “violating facility,” as defined in 2 C.F.R. § 1532.1600. Proposers are required to complete and include in their proposal the suspension and disbarment certification contained in Attachment 2.

1.6 Recommendation for Award

The recommendation for award will be made by the CSPDC Review and Selection Committee based on review of the Proposals and interviews with the top-ranked Proposer(s). The CSPDC Review and Selection Committee may narrow the field to two or three applicants for interviews prior to final negotiations and selection.

To be considered for selection, respondents must submit a complete response to the Request for Proposal. Failure to submit all information requested may result in the rejection of the incomplete proposal.

Price will be considered, but will not be the sole or primary determining factor. Evaluation criteria for selection are as follows:

Criterion	Value
Previous experience (examples of similar work)	20 points
References (satisfaction of former clients)	5 points
Credentials of project team proposed to perform work (staff resumes)	15 points
Project approach / timeframe to complete	30 points
Price	30 points
Total	100 points

1.7 Final Selection & Award

The final selection and contract award will be by the Central Shenandoah Planning District Commission, which will provide notice of the award of the contract and/or the decision to award the contract on the BRITE Bus Transit Services webpage (www.britebus.org), with a copy to all respondents via email.

It is anticipated that a decision to select a successful Proposal will be made within eight to ten weeks of the closing date for receipt of Proposals.

1.8 Small and / or Minority-Owned Businesses

Efforts will be made by the CSPDC to utilize small businesses, women and / or minority owned businesses. Respondent qualifies as a small business firm if it meets the definition as established by the Small Business Administration.



SECTION 2: SCOPE OF WORK

2.0 Existing Webpage

Existing web page for the BRITE Bus Transit Service: www.britebus.org

2.1 Background Information

The BRITE Bus Transit Services provides multiple fixed routes and ADA compliant On-Demand service in the Staunton, Augusta, and Waynesboro area: 250 Connector, Stuarts Draft Link, Blue Ridge Community College (BRCC) Shuttles, Waynesboro Circulator, Staunton North & West Loops and Downtown and Saturday Night Trolleys, and Staunton and Urban On-Demand. These routes provide connections between Staunton, Waynesboro, Stuarts Draft, and north to Blue Ridge Community College in Weyers Cave and on to Harrisonburg, with stops including Augusta Health facilities, educational institutions, residential neighborhoods, employment centers, and retail destinations. Eligible certified riders are encouraged to make reservations for the ADA compliant On-Demand or deviated fixed route service on the prior day, and up to two weeks in advance, by calling the customer service phone number.

2.2 General Scope of Work

The Vendor shall design an interactive, visually attractive, informative, and easy to navigate website that promotes public transit to new passengers, and provides valuable commuting information to current riders. CSPDC will accept unique approaches to this project. The Vendor must supply a description of the platform(s) that is proposed for this project. CSPDC realizes that training is an essential component of a successful implementation. The Vendor is required to provide comprehensive training to all staff involved in updating information and management of the entire website.

2.3 Organizational Goal

To create an accessible, user-friendly, mobile-responsive website that is visually appealing, functional, engaging, easy to navigate, informative for transit users, and simple to maintain.

2.4 Development Guidelines

- Migrates existing information / data and participates collaboratively with the CSPDC to create additional new content such as converting PDF brochure information to web pages.
- Is appealing and engaging –
 - Consistent and fresh layout / theme throughout each web page using the BRITE logo and color scheme, relative imagery and graphics.
 - Eye-catching alert section to alert users to potential service changes and other important news.
 - Incorporates an attractive mix of text and graphics.
 - Operates in a reliable manner and is free from bugs, defective links or navigational tools, or other defects.
- Is informative and navigable –
 - Customer satisfaction through an organized, uncluttered web experience.
 - Technically and non-technically inclined customers can easily locate desired information and find resolution.
 - Quick load pages so that users with slower connections are not disadvantaged.
 - Information shall be grouped and presented in a logical manner and accommodate the proposed navigation scheme.



- Is mobile responsive and accessible –
 - Across all browser platforms and various devices, website should be scalable and accessible for those with physical, sensory, or cognitive disabilities.
 - Incorporates a language translation tool, such as Google Translate.
- Provides site search capability through one-click navigation to find desired information.
 - Search results will provide information grouped by relevance.
- Provides integration of existing social media on website: Facebook, Twitter.
 - Ability to update across website and social media platforms.
 - Offer consultation, direction, and training to staff for integration of social media feeds, including Facebook and Twitter.
 - Ability to share frequently updated pages, such as news and service alerts.
- Provides ease of use for non-technical staff to update.
 - Selection of a content management system that shall permit non-technical staff members to quickly update website content from any location with internet access.
 - Easily updatable once the site has been completed, providing an audit trail with the ability to revert changes.
- Provides necessary software and licenses to maintain site internally by CSPDC.
- Usage of Google Analytics –
 - Measures site visitors' behavior to improve website performance and availability.
- Maximizes Search Engine Optimization (SEO).
- Web hosting through WordPress is preferred, but if recommended, open to comparable platforms / content management systems.
- Custom Trip Planner Development
 - Development of a user-friendly trip planner that allows passengers to map out their bus routes by time and location (**to be priced separately**). CSPDC currently has an interactive map available that could potentially be used in the creation of the trip planner.
- Comply with the Federal Transit Administration (FTA) Circular 4710.1, section 2.8.2:

“Transit agency websites are a primary source of information for riders. Having a fully accessible website is one of the best ways to ensure the adequate information required under § 37.167(f) is available to all riders. Website accessibility also reduces the need for an agency to provide alternate formats on a case-by-case basis. While the DOT ADA (Department of Transportation Americans with Disabilities Act) regulations do not set standards for website accessibility, FTA suggests that agencies review DOJ guidance, ‘Accessibility of State and Local Government Websites to People with Disabilities’ (www.ada.gov/websites2.htm), which also notes general related obligations under the Rehabilitation Act of 1973 (Section 504). For technical guidance on making websites accessible, see the Access Board’s Section 508 Standards for Electronic and Information Technology (<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards>), which apply to the Federal government and address access to websites and other electronic information by people with physical, sensory, or cognitive disabilities. Other helpful information may be found in the [Web Content Accessibility Guidelines](#).”



2.5 Project Management

CSPDC intends to take an active role in the design, implementation, and testing of the web design. The proposal should include the Vendor's plan for ensuring a successful implementation. CSPDC will require regular meetings and communication with the Vendor as to the progress of the project, and input when appropriate. The Vendor shall provide a detailed project development schedule / timeline. Immediately after receiving the notice to proceed, the Vendor shall conduct a kick-off meeting with the project team in attendance. The communication plan developed by the Vendor should include bi-weekly communication, via telephone or webcast, with the project team to discuss the status of the project. At these meetings, the Vendor will provide an action item list to include current and historical items including the person responsible for documentation purposes. The Vendor should also include attendance and presentations at up to four onsite meetings at the CSPDC office.

2.6 Development Approach / Design Options

Vendor shall present options for review and discuss the differences, benefits, and drawbacks if any, behind the designs. Following discussion and an agreement of the navigation direction, positioning, and outline, Vendor should create wireframes for review. Design options should show a home page, secondary page, and tertiary page templates with any additional design elements incorporated. The Vendor should provide the opportunity for CSPDC recommended edits and input. Recommendation of custom photography and graphics should be presented, if those elements will enhance the website design.

Design and creation of a user-friendly trip planner that allows passengers to map out their travel by time and location is desired, but custom development of such an application could be cost prohibitive. This custom development should be priced separately and whether it will be included in the contract will be decided at the time of negotiation.

2.7 Training

CSPDC realizes that training is an essential component of a successful implementation. The Vendor is required to provide comprehensive training for up to three (3) staff members involved in updating the information and management of the entire website. CSPDC will provide an onsite training space, which can support this purpose. Training will be conducted at the CSPDC office. Training shall be conducted by Vendor staff that is well versed with the technology. The Vendor should indicate a reasonable time allocation for CMS training for CSPDC staff.

The selected Vendor should also provide training and user manuals as well as quick reference guides. All training manuals shall be provided in Adobe Acrobat PDF format or approved alternate format. User manuals and quick reference guides should be provided.

2.8 Testing

Soft Launch. The Vendor shall exercise commercially-reasonable efforts to test the website and to make sure the website is fully functional on all devices and major Internet browsers (including Chrome, Firefox, and Internet Explorer). A "soft launch" period of at least 7 days should be utilized for review and testing to identify issues or problems and make changes. The site should not be live during the soft launch and the soft launch will not be accessible to the public. Vendor staff should be available during the soft launch for purposes of reviewing and testing the product, troubleshooting any deficiency, and assisting the CSPDC



with the review and use of the website. The term “deficiency” means any failure to comply with the specifications contained in this RFP and the resulting contract between Vendor and the CSPDC.

Public Launch. The website should be launched for use by the public (the “Public Launch”) only after the final development of the website is reviewed and approved by CSPDC, and any issues identified during the soft launch period are resolved. Vendor shall notify CSPDC in writing of Vendor’s proposed date and time of the public lunch. The Public Launch shall be subject to CSPDC’s final approval.

Vendor should work with CSPDC staff to choose and set up a final hosting package with the current IT service and support provider, Lighthouse Computer Consulting, Corp., which meets CSPDC’s requirements, final application specifications, visitor load, and security requirements.

Support Services. Vendor will provide technical support and assistance to correct any deficiency with the website. Such support shall be provided cost-free to the CSPDC for a period of 45 days (the “Public Launch Test Period”), provided that any deficiency identified during the Public Launch Test Period but not resolved by Vendor within the Public Launch Test Period shall be resolved at no additional cost to the CSPDC within a reasonable time.

2.9 Ongoing Maintenance & Support

Vendor will provide ongoing technical support and assistance on an as-needed basis (the “Ongoing Maintenance and Support Obligation”) for a period of one year following the expiration of the Public Launch Test Period. Vendor and CSPDC may, by mutual agreement, extend the Ongoing Maintenance and Support Obligation for up to four additional one-year terms. Vendor shall indicate its typical response rate for problems or fixes, as well as its on-going, hourly rate such services. Nothing contained herein shall obligate CSPDC to utilize Vendor’s services for on-going work on the website, or prevent CSPDC from purchasing website services from another person or entity.

2.10 Timeline

The Public Launch should be on or before July 1, 2018. Proposer should include a timeline in its proposal as well as a proposed outline of milestones to be tied to payment.

2.11 Payment Terms

Payment shall be rendered to Vendor for satisfactory compliance of the milestones identified in the contract within thirty (30) days after receipt of an invoice from Vendor and a summary of the milestone completed and documentation that Vendor has satisfactorily completed such milestone. The CSPDC reserves the right to request additional documentation of the completion of such milestone, in which instance CSPDC’s obligation to make payment hereunder shall be suspended until thirty (30) days after such documentation has been provided to CSPDC’s satisfaction.

Vendor shall refer to the Cost Proposal form (Attachment 1) to break down creative, production, and project management costs.

Final payment will be held in retention until the later of the expiration of the 45-day Public Launch Test Period as defined in Section 2.8 of this RFP or Vendor’s correction of any deficiencies identified during the Public Launch Test Period.



2.12 Rights of Deliverables, Data, and Intellectual Property

CSPDC content, including all data, marketing materials, images, pre-existing trademarks, text, and any other materials (the “CSPDC Content”) owned by the CSPDC, shall remain the sole property of CSPDC. By awarding a contract with Vendor, CSPDC grants to Vendor a temporary, nonexclusive, nontransferable license to use the CSPDC Content for the sole purpose of designing, creating, publishing, and maintaining the BRITE Transit Services website.

Vendor shall provide CSPDC with a written list of any and all third party materials, including any proprietary data, scripts, coding, templates images, or other materials owned by third parties, that may be required to perform the services contemplated herein or will otherwise integrated into the Brite Transit Services website. Such list shall include information with respect to the owner(s) of the third party materials, the source of such third party materials, and the location on the Brite Transit Services website where the third party materials are used.

If the use of any listed third party materials requires a license, Vendor shall inform CSPDC of any need to license such third party materials, and Vendor shall have sole responsibility for obtaining any necessary licenses of third party materials and transferring such licenses to CSPDC. Vendor will indemnify CSPDC from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of Developer’s failure to inform CSPDC of any third party materials, the need for licenses for any third party materials, or the failure to obtain such licenses.

Vendor shall retain all rights in and to all Preliminary Works. Upon Vendor’s request, Client shall destroy or return, at Client’s option, all Preliminary Works to Vendor within 30 days of such request. Preliminary Works means all artwork, templates, code, designs, and other materials developed by Vendor which do not form part of the final webpage.

All Vendor Tools shall main the exclusive property of Vendor. However, Vendor hereby grants to CSPDC a non-exclusive, perpetual, worldwide license to use Vendor Tools to the extent necessary to operate and maintain the final webpage. Vendor Tools shall mean all design tools, which are not third party materials, developed or utilized by Vendor in performing the services contemplated herein, including without limitation software, source code, web authoring tools, type and fonts, application tools, and design tools.

Upon the Public Launch of the website, Vendor assigns to CSPDC all right, title, and interest, including without limitation copy right and intellectual property rights, to the website and all materials which form any part of the final webpage, with the exception of third-party materials and Vendor Tools as stated above.

SECTION 3: REQUIRED CONTRACT CLAUSES

3.1 Federal and State Required Clauses

The following contract clauses are required by the Virginia Procurement Act, and will form a part of any contract awarded as a result of this Request for Proposals. Vendor affirmatively represents that it understands and agrees to the following clauses:



3.1.1 Employment Discrimination. During the performance of this contract, the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there 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 for the purpose of meeting the requirements of this section.

The Vendor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3.1.2 Unauthorized Alien. 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.

3.1.3 Authorized to Transact Business. The Vendor affirmatively represents that it is 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. **Vendor shall include in its proposal the identification number sued to it by the State Corporation Commission.**

3.1.4 Drug-Free Workplace. During the performance of this contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor's employees; (ii) 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; (iii) 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 (iv) 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.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with the specific contract awarded to Vendor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.



3.1.5 Federal Clauses. Vendor affirmatively represents that it has reviewed and that it agrees to the required federal clauses contained in Attachment 2, which is attached hereto and incorporated herein.

Vendor shall include as part of its proposal an executed original of any certifications set forth in Attachment 2.

3.2 Hold Harmless

The Proposer shall indemnify, defend, and hold harmless the CSPDC from loss from all suits, actions, or claims of any kind brought as a consequence of any intentional or negligent act or omission by the Proposer. The Proposer agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "CSPDC" and "Proposer" includes their employees, officials, agents, and representatives. "Proposer" also includes subcontractors and suppliers to the Proposer. The word "defend" means to provide legal counsel for the CSPDC or to reimburse the CSPDC for its attorneys' fees and costs related to the claim. The duty to indemnify set forth herein shall include all liability incurred whether or not such liability is incurred during the term of the contract. The CSPDC is prohibited by law from indemnifying Proposer and / or any other third parties.

3.3 Contract Termination and Claims

The CSPDC reserves the right to terminate the contract if the Proposer does not perform as required by the terms of the Contractual Agreement. Reasons for termination include, but are not limited, to the following:

- Failure to adhere to tasks, services, and timeline outlined within this RFP, and the resulting contract.
- Failure to provide sufficient personnel and key personnel as submitted in the Contractual Agreement, as well as substitution of the Team or other identified personnel without prior approval of the CSPDC.
- As required by federal law, a determination that termination of the contract is in the Government's best interest.

Prior to termination, CSPDC will send a cure notice to the Proposer, identifying performance deficiencies and providing a reasonable timeframe within which Proposer may attempt to rectify the deficiencies.

All contractual claims for money or other relief shall be adjudicated using the following procedure:

- (a) Notice. The Vendor shall give written notice of his or her intention to file a contractual claim to the Executive Director of the CSPDC at the time of the event or the beginning of the work upon which the claim is based.
- (b) Claim. Contractual claims must be submitted in writing to the Executive Director of the CSPDC no later than 60 days after final payment.
- (c) Decision. The Executive Director of the CSPDC or an authorized designee shall make a written decision addressing the claim within 90 days of submission.
- (d) Appeal. The decision of the Executive Director of the CSPDC will be final unless the contractor files a timely Letter of Appeal pursuant to the administrative appeals procedure described below.



Administrative Appeals Procedure.

- (a) Appealable decisions. The Vendor may appeal a decision addressing a Contract claim. Protests by any Proposer will be governed by the procedures set forth in Section 4.5 of this RFP.
- (b) Appeals process. All administrative appeals shall be adjudicated using the following procedure:
 - (1) Institution. A person entitled to appeal a decision listed in paragraph (a) by filing a Letter of Appeal with the Executive Director of the CSPDC within 10 days of the date of the decision being challenged. No appeal will be allowed if the Letter of Appeal is untimely.
 - (2) Sufficiency of Letter of Appeal. The Letter of Appeal shall specify the basis for the appeal, the relief sought, and whether a hearing is requested.
 - (3) Decision without Hearing. If a hearing is not expressly requested, the Executive Director of the CSPDC shall render a written decision within 10 days of receiving the Letter of Appeal.
 - (4) Hearing & Decision. If a hearing is requested, it shall be held within 30 days of receipt of the Letter of Appeal. The hearing will be conducted by a disinterested arbiter appointed by the Executive Director of the CSPDC. The arbiter should be an attorney-at-law. Each party will have the opportunity to present pertinent information during the hearing. The hearing shall be an informal administrative proceeding, rather than a judicial-like trial, but it is nevertheless the appellant's burden to produce evidence sufficient to show that the Executive Director's decision was erroneous. The hearing shall be recorded and should be transcribed. A final decision with findings of fact will be issued within 21 days of the hearing.
- (c) Judicial Review. For matters which are appealable under paragraph (a), the process set out in paragraph (b) is a mandatory pre-requisite to the filing of any judicial action against the CSPDC. After the completion of such process, however, such a judicial action may be filed within 21 days of the issuance of the arbiter's decision and not afterward. Such arbiter's decision shall be presumed correct and shall not be set aside unless (i) it reflects a material legal error or (ii) it is factually unsupported by the record of the arbiter's hearing. The arbiter is entitled to assess the credibility of all witnesses and such assessments shall not be attacked judicially.

3.4 Applicable Law and Venue

The work performed by the successful Proposer in response to this RFP shall be in compliance with all applicable federal, state, and local laws and their respective rules and regulations. The successful Proposer shall ensure that any sub-recipients or subcontractors comply with all applicable federal requirements.



This compliance shall be at the successful Proposer's expense. The laws of the Commonwealth of Virginia will apply to any claim at law or in equity arising from this RFP, from any contract entered hereto, or from services provided pursuant to such contract, unless federal law applies to such claim. Venue for any legal action arising out of the resulting contract and between the parties hereto shall be exclusively in the relevant state or federal courts for the City of Staunton, Virginia.

SECTION 4: PROPOSAL SUBMISSION & EVALUATION OF PROPOSALS

4.1 Proposal Content / Instructions to Submitters

Proposals should be clear and straightforward, and not exceed 15 pages in length excluding attachments. Submissions should be addressed to Ms. Gourley, Transit Manager of the CSPDC. Offerors shall submit one electronic copy and three (3) hard copies of the proposal for review. Hard copy proposals should be submitted in a sealed envelope / package clearly marked in the lower left-hand corner with the following information:

Time and Date
Proposal for Web Design Services

All proposals must state the full and correct name and address of the Proposer. If the proposer is an individual doing business under another name, the Proposer shall so state. Partnerships, Joint Ventures, and Corporations shall sign as appropriate for their type of business. Vendor shall note any proprietary materials as such.

Proposals shall include, but are not limited to, the following information:

- A Cover Letter, signed by an officer of the responding firm, which states that the information contained within the proposal is accurate and complete. A description of the organization or firm including its legal status, authority and or licenses to operate should also be included. The description shall include the major business functions, history, and organizational structure including location of firm's headquarters and major offices, management organization with names and locations of managing director(s) for this project.
- Proposers may be asked to submit financial statements to demonstrate that the Proposer is financially responsible to receive award.
- A statement confirming if the organization has ever defaulted on a contract and if there are any legal actions currently against, or anticipated to be against, the organization.
- At least three (3) examples of current work (transit / transportation-related work a plus). These examples should include websites that the agency has created. The examples submitted must be examples of work done by agency personnel that will be assigned to this project.
- Contact names, email addresses, and telephone numbers of up to three (3) clients that may be contacted as references, for which similar services have been provided as referenced in this request for proposal.
- Complete resumes of key personnel proposed for assignment to the project shall be included.
- Proposals may contain written material but may also include illustrations, photographs, or PowerPoint presentation, and other content responsive to the Development Guidelines outlined in Section 2.4.
- Creative and production costs, priced out by item / service (see Cost Proposal Form, Attachment 1), and the creation of milestones to be tied to payment.



- Signed certifications contained in Attachment 2.

4.2 Evaluation of Proposals

Proposals submitted will be evaluated by the CSPDC Review and Selection Committee. The Proposals will be evaluated, weighted, and scored using the factors outlined in Section 1.5 of this RFP. The Committee may narrow the field to two or more Proposers deemed to be fully qualified and best suited among those submitting Proposals, on the basis of the factors outlined in Section 1.5 of this RFP. Interviews may be conducted with the Proposers so selected.

The CSPDC shall then conduct negotiations with the Proposer(s) so selected. The Proposer shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Proposer so selected, the CSPDC may select the Proposer which, in its opinion, has made the best Proposal and provides the best value and may award the contract to that Proposer.

4.3 Right to Reject

The CSPDC reserves the right to reject any or all proposals and award a contract to the Proposer that it deems most qualified that will accrue to the best interests of the CSPDC based upon the basis of the factors described in this RFP.

4.4 Errors in Proposals; Untimely Proposals

Proposers or their authorized representatives are expected to fully inform themselves as to the conditions and requirements contained in this RFP before submitting proposals. Failure to do so shall be at the Proposer's own risk. Proposers will not be allowed to withdraw proposals or correct errors in proposals after the date and time set for opening and acknowledging proposals.

Proposals submitted after the submittal date will not be accepted. Proposers are held responsible that their proposals arrive at the CSPDC office on or before the designated time and date.

Proposers may withdraw their proposals on or before the designated time and date and time set for opening and acknowledging proposals.

4.5 Protest

A Proposer may protest the CSPDC's decision to award a contract by submitting their protest in writing to CSPDC, and shall state the basis for the protest and the course of action that the protesting party desires CSPDC to take. A protest based upon restrictive specifications or other provisions of the RFP must be received by the Transit Manager at the address listed herein no later than seven calendar days prior to the deadline set for receipt of Proposals.

A protest based upon any other grounds must be received by the Transit Manager at the address listed herein no later than 10 calendar days after the award or the announcement of the decision to award, whichever occurs first, or if the protest of any actual or potential Proposer depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject



to inspection under Virginia Code Section 2.2-4342, then the time for submitting a protest shall expire ten days after those records are available for inspection by such Proposer.

If the protest does not meet these requirements, CSPDC may reject the protest or allow the protesting party a reasonable time to correct the deficiencies in the protest documentation. CSPDC shall not be obligated to postpone contract award in order to allow a Proposer to correct a deficient protest, unless otherwise required by law.

Upon receipt of a properly submitted protest, CSPDC shall review the protest and provide a written ruling on the protest to the protesting party in accordance with CSPDC's procurement policy.

CSPDC shall not be obliged to postpone selection or contract award pending resolution of a protest, unless otherwise required by law.

It is the responsibility of the Proposer to insure that the proposal is received by the CSPDC, by 5:00PM EDT on August 25, 2017. Late submittals will not be considered.

Vendor Requirements

- Vendor will serve as prime contractor and single point of contact for all components including integration, procurement, and ongoing technical support.
- The Vendor is responsible for merging existing CSPDC content and developing new content collaboratively with the CSPDC.
- Provide all software applications and interfaces required, and in the manner described in this RFP.
- Provide a detailed list of recommended hardware specifications and include the purchasing cost thereof.
- Conduct training sessions for CSPDC staff and train / enable CSPDC staff to manage, edit, and update the website. Training will include manuals and quick reference guides.
- Ensure successful communication between Vendor and CSPDC by developing a communication plan approved by the CSPDC as well as provide a detailed project schedule / implementation plan and ensure adherence to such schedule / plans.

CSPDC Responsibilities

- Work collaboratively with the Vendor to develop additional content in addition to existing webpage content.
- Ensure that CSPDC staff is available for scheduled training and necessary support, and provide onsite training room.
- Active participation in the design, implementation, and testing of the web design.
- Provide timely responses to further inquiries by the Vendor during the design and testing processes.
- Coordination with current IT maintenance provider (LCC Computers) for server hosting and other standards that coincide with existing websites managed by the CSPDC.
- Provide existing BRITE logo standards to be followed in the design of the theme.

Attachment 1 | Cost Proposal Form

Firm Name: _____

Signature & Date: _____

Design Service / Component	Cost	Proposer's Comments
CMS Design and Development		
Wireframe Development		
Design of Primary, Secondary, and Tertiary Pages and Edits		
Total		
Content Creation / Migration of Existing Data		
Total		
Additional / Specialty Features		
Alert Section		
Search Capability		
Accessibility for Persons with Disabilities		
Mobile Responsiveness		
Social Media Integration		
Total		
Graphics and Photography		
Total		
Necessary Software and Licenses		
Total		
Google Analytics and Search Engine Optimization		
Total		
Training and Testing		
Meetings / Travel Expenses		
On-Site Training Sessions		
Reference / How-To Guides		
Testing Period / Fixes		
Total		
Grand Total		
On-Going Maintenance		
Hourly Rate <i>(at the option of the CSPDC)</i>		
Custom Development		
Trip Planner <i>(at the option of the CSPDC)</i>		

Attachment 2 - Required Clauses and Certifications for Projects Funded by the Federal Transit Administration

As used in this exhibit, the term "Contractor" shall mean the "Proposer" and "Vendor" as defined in the RFP. The terms "Recipient" and "Purchaser" shall mean the CSPDC.

1) Incorporation of FTA Terms

The provisions in this Exhibit include, in part, certain standard terms and conditions required by USDOT/FTA, whether or not expressly set forth in these provisions. All contractual provisions required by USDOT/FTA, as set forth in FTA Circular 4220.1F and 2 C.F.R. part 1201, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT/FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Purchaser requests, which would cause the Purchaser to be in violation of the USDOT/FTA terms and conditions.

2) Applicable Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

3) Required Contract Clauses

By signing the Project Requisition Agreement, the Contractor agrees to comply with the required clauses set forth below. In the event of any conflict between the below-listed clauses and the On-Call Contract, the below-listed clauses will control. The Purchaser is, from time to time, referred to in these clauses as the "Purchaser," "Recipient," or "Sub Grantee."

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access to Records - The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
5. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other

party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination Provisions

a. Termination for Convenience The Recipient may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

b. Termination for Cause If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Recipient that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor,

the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure The Purchaser in its sole discretion may, in the case of a termination for breach or default, allow the Contractor up to 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Purchaser's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten days after receipt by Contractor of written notice from Purchaser setting forth the nature of said breach or default, Purchaser shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Purchaser from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that Recipient elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Recipient shall not limit Recipient's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Suspension and Debarment

This contract is a covered transaction for purposes of 2 CFR 180. As such, the contractor is required to verify that none of the contractor, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.

The contractor is required to comply with 2 CFR 1200, and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the CSPDC.

If it is later determined that the bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the CSPDC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Proposer agrees to comply with the requirements of 2 CFR Part 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Performance During Dispute - Unless otherwise directed by the Purchaser, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Purchaser or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CSPDC deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race neutral means throughout the period of performance.

d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contract's receipt of payment for that work from CSPDC. In addition, the Contractor may not hold retainage from its subcontractors.

e. The Contractor must promptly notify CSPDC whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work.

The Contract may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CSPDC.