TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT BETWEEN THE TOWN OF ADDISON AND MUNICIPAL CODE CORPORATION, FOR WEBSITE DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED $58,800.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Agreement between the Town of Addison and Municipal Code Corporation, for website design services in an amount not to exceed $58,800.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 26th day of June 2018.

_____
Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

AGREEMENT BY AND BETWEEN
THE TOWN OF ADDISON, TEXAS AND
MUNICIPAL CODE CORPORATION FOR
WEBSITE DESIGN SERVICES

This Agreement ("Agreement") is made and entered into this the _____day of _____, **2018 ("Effective Date")**, is by and between the **Town of Addison, Texas,** hereinafter called ("Town"), a home rule Texas municipal corporation, and **Municipal Code Corporation**, hereinafter called ("Consultant"), a Florida Corporation.

WITNESSETH:

WHEREAS, the Town initiated a request for proposals, attached hereto as Exhibit "A" and incorporated herein for all purposes ("RFP #18-64"), for the re-design of the Town website ("Services"); and

WHEREAS, the Consultant submitted a response to RFP #18-64 to the Town for the provision of these Services, attached hereto as Exhibit "B" and incorporated herein for all purposes ("Response"); and

WHEREAS, the Town has investigated and determined that it desires to hire the Consultant for the Services.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.
   The Consultant shall provide the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents. Consultant warrants that (i) any services provided hereunder will be performed in a professional and workmanlike manner and (ii) the functionality of the services will not be materially decreased during the term. Consultant will perform the Services with the degree of skill and diligence normally practiced by professional firms performing the same or similar services.

2. Term.

The initial term of this Agreement shall be one (1) year from the Effective Date. However, the parties acknowledge and agree that the Design, Development and Implementation Phase of the Services as described in Exhibit "B" shall be completed as articulated in RFP #18-64 and the Response to the satisfaction of the Town no later than six (6) months from the Effective Date. At the sole option of the Town, the Agreement may be renewed with respect to the ADA Premium Support, Annual Hosting Maintenance and Customer Support, and/or Additional Website Options described in Exhibit "B" for up to five (5) one (1) year terms ("Renewal Term"). The Town shall provide notice of its intent to renew at least thirty (30) days prior to the expiration of the existing term.

The Consultant recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Consultant and City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. Agreement may be terminated by the City at any time upon providing Consultant thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Consultant shall be paid in accordance with the terms provided herein, unless Consultant is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Consultant shall transfer, assign and make available to City, or City's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Consultant under or in connection with this Agreement. The

same shall be promptly delivered to City, and all of City's property and materials in Consultant's possession or control belonging to City. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price and Payment Terms.
In exchange for the Design, Development and Implementation Service, Annual Hosting Maintenance and Customer Support, and ADA Premium Support as described in the Agreement Documents, the City agrees to pay Consultant an amount not to exceed Fifty-Eight Thousand Eight Hundred Dollars and no/100s ($58,800.00).

On or before the 10th day of each month, Consultant shall submit to City an invoice for the Services provided by Consultant during the immediately preceding month. Each invoice shall be form and content satisfactory to City and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as City may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Agreement and the balance remaining that may be charged to the Services. Charges not in dispute shall be paid within thirty (30) days of receipt of invoice.

5. Ownership of Work Product and Confidentiality.

A. **Ownership of Work Product**: Consultant hereby acknowledges that the documentation, materials or intellectual property hereunder (collectively, the "Work Product") are works which have been specially commissioned by the Town and are "work made for hire" for the Town and the Town shall own all right, title, and interest therein. The Town shall be considered the author of the Work Product for purposes of copyright and shall own all the rights in and to the copyright of the Work Product and, as between the Town and Consultant, only the Town shall have the right to obtain a copyright registration on the same which the Town may do in its name, its trade name or the name of its nominee(s). Accordingly, among other things, the Town is the author and owner of the Work Product and shall have the sole and exclusive rights to do and authorize all acts set forth in Section 106 of the Copyright Act with respect to the Work Product and any derivatives thereof, and to secure all renewals and extensions of such copyrights. To the extent Consultant does not own such Work Product as a work made for hire, Consultant hereby assigns, transfers, releases and conveys to the Town all rights, title and interest to such Work Product, including but not limited to all other patent rights, copyrights, and trade secret rights.
B. **Reuse of Work Products:** The Work Products shall not be changed or used for purposes other than those set forth in this Agreement without the prior written approval of Consultant.
C. **Confidentiality**. For purposes of this Agreement, the term "Confidential Information" means all information that is not generally known by the public and that: (i) is obtained by Consultant from the Town, or that is learned, discovered, developed, conceived, originated,

or prepared by Consultant during the process of performing this Agreement, and (ii) relates directly to the business or assets of the Town. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of the Town that the Town informs Consultant, or that Consultant should know by virtue of its position, is to be kept confidential.

During the term of this Agreement, and always thereafter, Consultant agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than Client, or otherwise appropriate or copy, any Confidential Information, whether or not developed by Consultant, except as required in the performance of its obligations to Client hereunder.

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

a. This Agreement;
b. Town of Addison RFP #18-64, attached hereto as **Exhibit "A"**; and
c. Consultant Response to RFP #18-64, attached hereto as **Exhibit "B"**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit "A"** or **Exhibit "B"** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, the provisions of **Exhibit "A"**, and then the provisions of **Exhibit "B"**, shall prevail in that order.

7. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Consultant, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9. INDEMNIFICATION.

CONSULTANT, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS (INCLUDING COPYRIGHT/TRADEMARK INFRINGEMENT), DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONSULTANT UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONSULTANT. CONSULTANT AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A

WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Venue.
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.

11. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

12. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that Consultant shall be subject to all Ordinances of the City, whether now existing or in the future arising.

13. Authority to Execute.
The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

14. Assignment.
This Agreement may not be assigned without the written agreement of both parties.

15. Sovereign Immunity.
The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

16. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Consultant, to:	Municipal Code Corporation ATTN: Finance PO Box 2235 Tallahassee, FL 32316
If to Town, to:	Town of Addison Attn: City Manager 5300 Belt Line Road Dallas, Texas 75254

17. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. Representations.

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

19. Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such

performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

20. Independent Contractor. The relationship between the Town and the Consultant is that of independent contractor, and the Town and the Consultant by the execution of this Agreement do not change the independent status of the Consultant. The Consultant is an independent contractor, and no term or provision of this Agreement or action by the Consultant in the performance of this Agreement is intended nor shall be construed as making the Consultant the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.

21. No Boycott of Israel. Pursuant to Texas Government Code Chapter 2270, Consultant's execution of this Agreement shall serve as verification that the Consultant does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

22. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of_____, 2018.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
Wesley S. Pierson, City Manager

Date: _____

MUNICIPAL CODE CORPORATION

By: _____

Print Name: W. ERIC GRANT

Title: PRESIDENT

Date: 5/8/18

STATE OF TEXAS §
§
COUNTY OF Name §

BEFORE ME, the undersigned authority, on this day personally appeared **Wesley S. Pierson** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Town of Addison, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2018.

_____
Notary Public in and for the State of Texas
My Commission Expires:_____

STATE OF Florida §
§
COUNTY OF Leon §

BEFORE ME, the undersigned authority, on this day personally appeared **W. Eric Grant** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to he is the duly authorized representative for Municipal Code Corp. and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2018.

_____
Notary Public in and for the State of Florida
My Commission Expires: Nov 8, 2018

MELISSA K. ROBBINS
MY COMMISSION # FF 139898
EXPIRES: November 8, 2018
Bonded Thru Notary Public Underwriters

EXHIBIT "A"
RFP#l8-64

Request For Proposal

Redesign of the Town's Website

A Request for Proposal

A Partnership to Redesign the Town's Website

Date Issued:	**Friday, January 12, 2018**
Date Due:	**Tuesday, February 20, 2018**

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APPENDIX A 21

1. Overview

The Town of Addison (the Town) is seeking to redesign its current website. The Town aims to bring satisfaction to the community by providing improved citizen-centric information and customer service to its community while meeting high standards for user-friendly design, visual appeal, cyber security, user scalability, and ADA compliance. The Town emphasizes a decentralized approach by empowering staffs to easily create and manage website content for their respective departments using an intuitive content management system.

The Town seeks an experienced company (the Vendor), who can accomplish all the requirements identified within this RFP. The Vendor should also have the capability to integrate additional features and functionalities that may be identified in the future. The Vendor should have a team of experts who can provide on-going maintenance and 24/7/365 technical support.

1.1. The Town of Addison

The Town is located in the North Dallas area along the Dallas North Tollway which has been referred to as the "golden corridor" of the Dallas Metroplex. Aside from the Town, the area encompasses the Dallas suburbs of Carrollton, Farmers Branch, and Plano. The area, which developed rapidly during the late 1970s and early 1980s, is home to affluent residential neighborhoods, over 10 million square feet of office space, 180 restaurants and 23 hotels. The area commands a central location in reference to downtown Dallas, DFW Airport, and the Plano corporate campus area.

1.2. Events & Dates

The following sequences of events and tentative schedule dates have been established.

Request for Proposal Distributed – Friday, January 12, 2018

Copies of this proposal can be obtained through the following media.

Hardcopy/Electronic: Office of the Purchasing Manager
Addison Finance Building
5350 Belt Line Road
Dallas, Texas 75254
Phone: 972-450-7091

Last Day for RFP Inquiries – Tuesday, February 13, 2018 before noon.

Vendor Sealed Proposals due – Tuesday, February 20, 2018 at 2:00 p.m.

Proposals shall be enclosed in a sealed envelope, and no late proposals will be accepted.

Vendor must clearly mark on outside of proposal envelope/package the following.

Company name, address, and bid name:

RFP FY2018 Redesign of the Addison's Website

Submit to: Office of the Purchasing Manager
Addison Finance Building
5350 Belt Line Rd
Dallas, Texas 75254

1.3. Contact Information

Please direct all questions to BidSync at https://www.bidsync.com.

2. DEFINITIONS

The Town – Same as Town of Addison or Addison.

The Vendor – The successful Offeror of this request.

The User – A public user of the Town's website.

Town's Staff – An internal employee at the Town of Addison who is either an administrator or department staff.

3. Work Definition

3.1. Production Support

The solution must contain sufficient vendor resources **to design and implement a total, turn-key solution.**

3.2. Existing websites and content management system

Content Management System (CMS) – Nerve Center 3.0 Powered by OrgCentral for www.addisontexas.net

WordPress for www.blog-addisontx.info

3.3. Specifications

1. Design and Layout

1.1. Three-Click Navigation Rule – Navigation to important pages must be three clicks or fewer. It is the Vendor's responsibility to layout the contents of the pages on the website.

1.2. General Look-and-Feel and Resident Engagement – The Town requests for three (3) designs for look-and-feel so its staff and citizens can evaluate and vote for the best option. The Vendor must provide an evaluation process to include input from the citizens into the design, allowing them to voice their opinion. Evaluation method should include, but is not limited to, resident surveys and voting system(s), to clearly gauge citizens' input.

1.3. Fonts and Logos – The design must incorporate the Town's logo, Tungsten Font, and tagline.

1.4. ADA Compliance – The new design must meet all current ADA standards. The Vendor must be able to provide on-going support for maintaining ADA compliance on a quarterly basis.

1.5. Universal Platform – The Town of Addison requires the website to be platform agnostic in all aspects, including but not limited to, design layout, content management, and user-friendly mobile experience. All major browsers for both desktop and mobile must be supported.

1.6. Multi-lingual Support – The Town requests the site to have supports for multiple languages, including primarily English and Spanish. There may be a need to support more languages in the future, and the Town requests a simple one-solution-fits-all.

2. Content Management System (CMS) – The website must be intuitive, user-friendly, and simple for non-technical users to operate features, including but not limited to, videos, images and document uploading, font formatting, indentation, bullet items, page layouts, column, and regular and social media links. Advanced mode for HTML editing needs to be available for emergency fixes by technical users. The CMS must work seamlessly for the main website and the microsites.

2.1. Public

2.1.1. Main website (www.addisontexas.net) – The CMS is the main data input portal for Town's staff to add, modify, and website content.

2.1.2. Microsites – In addition to the main website, the Town hosts many specialized microsites for some public-facing departments. These microsites include information relevant only for the departments. CMS must allow the creation of new microsites and modification of existing microsites, and have an archive option for unused microsites. The Town currently manages the following microsites:

- **Police Careers** - https://addisontexas.net/index.php?section=addison_police_careers
- **Visit Addison** - https://addisontexas.net/index.php?section=visit_addison
- **Addison Conference & Theatre Centre –**

- **Addison Airport** - https://addisontexas.net/index.php?section=addison-airport
- **Economic Development** - https://addisontexas.net/index.php?section=economic-development-tourism
- **Courts** -

2.2. Intranet – In addition to the public-facing website, the Town requests to have a website, being managed by the same CMS for internal communication, document sharing, link sharing, department announcement, bulletin, forum, and other inter-department functions. The contents of Intranet must not be available to the public, and they should be protected by username and password.

2.3. Page Contents – The pages on the website allow Town's staff to perform a variety of functions, including but not limited to:

- Allows Town's staff to upload video background and interactive media. All uploaded media must be stored and maintained on a document central with audit capabilities, including create date, modify date, created by, modified by.
- Displays the upcoming calendar, events, and news.
- Displays the social media links.
- Displays news feeds from social media networks, such as Facebook, Twitter, Instagram, LinkedIn, etc.
- Incorporates contents from other Town's websites, using but not limited to, iFrame.
- Incorporates interactive maps, such as Google Maps.
- Displays main contact information.
- Allows social media sharing.
- Displays weather and temperature in some pages, such as Airport.
- Allows Town's staff to choose different layouts, including but not limited to the layouts in Appendix A. The Vendor is requested to include a provision for future additional layouts.
- Includes Listings (see Listings section) on the page and allows the Town's staff to schedule the display of the listings between a start date-time and end date-time.
- Allows printer-friendly function.
- Allows "Watching" or "Following" capabilities for the User to customize pages he/she wants to see.
- Main pages must have showcase capabilities for the Town to display highlights.
- Town's Staff must have the capability to enable or disable the pages for public view.
- The Town requests that each page has "Helpful" and "Not Helpful" buttons to engage the User's input on the page. The counts should

be displayed near the buttons. Town's Staff has the ability to show and hide the buttons and counts.

2.4. Sidebar – Pages must have an option to display a sidebar. The Town's staff can schedule the start date-time and end date-time to display the sidebars. The sidebar also needs to include general text, media (videos and images), and Listings (see Listings section).

2.5. Listings – The Vendor must incorporate the capability for the Town's staff to maintain searchable lists to maintain the following but not limited to lists:

- **Apartments,** https://addisontexas.net/index.php?section=resident-services_real-estate-apartments
- **Restaurants**, https://addisontexas.net/index.php?section=visit_restaurant-guide
- **Hotels**, https://addisontexas.net/index.php?section=Tourism_Hotels
- **Attraction**, https://addisontexas.net/index.php?section=Tourism_Attractions
- **Public Arts**, https://addisontexas.net/index.php?section=Public-Art
- **Parks**,
- **FAQs,** https://addisontexas.net/index.php?section=about_faqs, https://addisontexas.net/index.php?section=addison-airport-faqs,
- **Business Listings,** https://addisontexas.net/index.php?section=addison-airport_business-directory
- **Job Openings and Related Documents,** https://addisontexas.net/index.php?section=human-resources_employment_current-job-openings
- **Department Directory and Town contact information,** https://addisontexas.net/index.php?section=departments-and-facilities-directory

2.6. Calendars and Events – The Town engages its community through the community calendar (https://addisontexas.net/index.php?section=calendar). The calendar must be easy to use and navigate and allows the community to receive notifications through emails or text messages when events are added, modified or canceled. The calendar should also allow the community to follow the current events and sign up for a reminder for a particular event.

2.7. Alerts – The website must have the capability to issue alerts on the home page. If the Town's resident signs up for an alert, the alert should notify the resident of the last alert through email or text (if possible). The Town's staff can schedule an alert with a start date-time and end date-time.

2.8. News – The Town periodically informs the residents about its community (http://blog-addisontx.info/). The news portal should allow the residents to sign up to receive news alerts. The news can be set to automatically send out at a specified time. The Town's staff can schedule news display with a start date-time and end date-time. The news is sectioned into the following area:

- **City**
- **Business in Addison**
- **Parks and Recreation**
- **Visit Addison**
- **Public Safety**
- **Airport**

3. Technology

3.1. Cyber security – The Town takes cyber security very seriously, and it expects the Vendor to follow industry standards and best practices for code, server, database, and other configurations that are relevant to the functioning of the website. The website is expected to run HTTPS, and on-going malware and malicious content scanning are required. A strong authentication technique, but simple to use, is required. CAPTCHA or similar verification is recommended for any user inputs. If a valid user visits the site often, CAPTCHA should have an option to remember the user so that a verification will not be asked again.

3.2. Load-Balancing – The web server must address load balancing.

3.3. Audit Capabilities – The CMS should have a preview feature that allows the user to review content before making it available to the public. All contents should not be available to the public unless the Town's staff makes it available. Audit information must include the date when the content was created, dates when the content was modified, the person who created the content, and the person(s) who modified the content.

3.4. User Group – The CMS must require authentication to access the CMS. The Town's staff can be separated into Administrator and Regular User groups. Regular Users have the capabilities to modify the password, create, modify, and publish website contents to the public. Administrators have the same capabilities, in addition to create and remove users, modify passwords, view login log, and perform all changes to the content on the website. The administrators should be able to enable email notifications for website changes.

3.5. Search Engine Optimization – The Town requires all contents of the website to be optimized for search engine optimization (SEO). Optimization includes, but not limited to, keywords, title, and descriptions. All pages, calendar events, and listings must have an option to enable or disable the search engine exploration. The Town desires to set the date range for a content to appear on search engines, such as Google, Bing, Yahoo!, and other engines.

3.6. Internal, Stand-alone Search Engine – The website should have the capability for all users to intuitively search for contents, calendar events (next upcoming events to show first), news (latest news to show first). This search

engine must be stand-alone and not be tied to another search engine, such as Google Search, Bing, and other search engines. Each page should include a search box. Search terms should be logged with date, time, and link clicked for future analyses.

3.7. Sitemap and breadcrumbs – At any time, the Town staff can run and obtain a sitemap to contain a list of all links, resources (images, documents, videos), and pages for main site and microsites. The sitemap and breadcrumbs must follow ADA guidelines. The sitemap can also be exported to XML format.

3.8. Software and Ongoing Maintenance – All server software, including but not limited to the operating system (OS), databases (open-source or closed-source) must have the longest possible end-of-life (EoL). The software supporting the website must be able to update to the latest version when it is available. The Vendor should have a team of experts who can provide on-going maintenance and 24/7/365 technical support.

3.9. Data Ownership – All data developed during this project shall be considered the property of the Town of Addison, Texas.

3.10. Data Integrity – The website should have the capabilities to report broken links.

3.11. Source Code Ownership – All project source code created in relation to this project will be delivered to the Town of Addison after project completion. This includes but not limited to JavaScript, HTML, CSS, images, database structure, and other libraries or add-ons that are relevant to the project.

4. Other

4.1. Training – The Vendor must provide training sessions and training documents and videos that are intuitive for Town's staff. The number of training hours should be included, and training sessions will be for IT super users, marketing team, and department assistants, and other Addison designated personnel. Training should include, but not limited to, CMS navigation, create content, modify content, and archive content. A checklist for ADA guidelines on media upload is also required.

4.2. Integration with VisitWidget – The Town is currently working with VisitWidget and provides JSON feeds to VisitWidget. The new website must include this functionality. For example, visit https://addisontexas.net/calendar/json/ and https://addisontexas.net/places/json/

4.3. Integration with WebQA - https://addisontexas.net/index.php?section=city-secretary-open-records

4.4. Integration with AgendaQuick - https://addisontexas.net/index.php?section=agenda

4.5. Integration with SwagIt - https://addisontexas.net/index.php?section=city-council-video-live, https://addisontexas.net/index.php?section=city-council-video, https://addisontexas.net/index.php?section=city-council-video-town-meetings, https://addisontexas.net/index.php?section=planning-and-zoning-meetings, https://addisontexas.net/index.php?section=planning-and-zoning-meeting-live

4.6. Integration with MuniCode - https://library.municode.com/tx/addison/codes/code_of_ordinances /

4.7. Integration with Google Analytics is required.

4.8. Provision for Data Migration from old website.

4.9. Analysis – An analysis of the current sites to highlight the most viewed contents and ensure that these contents will be easy to navigate on the new site.

4.10. Timeline – The Vendor is encouraged to submit a detailed a timeline from start to finish for implementation. The Town requests to have the project completion date within six (6) to eight (8) months after the formal contract is signed with the Vendor.

5. Optional Features

5.1. Icon set – The Town is requesting the Vendor to provide a universal icon set that can be used in other locations. The icon set should be tailored to the Town's theme, logo, and tagline. The icons should represent each department within the Town and important landmarks within the Town. The Town also request icon sets that are appropriate for each microsite.

5.2. Single Sign On Integration – Authentication through Windows Active Directory or WordPress for Town's Staff. Town's staff and the User should have to ability to change password and reset password.

5.3. Support for old browsers

4. Proposal Format

The Vendor will define the capabilities of its organization to supply and maintain the hardware and software and provide the services as outlined within this RFP.

The response should be prepared in a simple and straightforward manner. **The Vendor will provide two (2) original, in hard copy format, and one (1) in electronic format (USB Flash Drive)** to the location specified within this RFP on or before the closing data and time for receipt of proposals.

The Vendor will segment their proposal into the following sections.

4.1. Executive Summary

The Vendor will provide an Executive Summary, which presents in brief, concise terms, a summary level description of the contents of the Proposal.

The Vendor will detail all exceptions to the exact requirements imposed by this RFP.

The Vendor will indicate the proposal is firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted.

4.2. Vendor Profile

The Vendor will indicate the primary company assuming overall responsibility for successful completion of the project. In addition, the Vendor will indicate all other companies who will be providing products or services through a subcontracting arrangement with the Vendor.

It is important to recognize the Town is looking for a single Vendor to assume primary responsibility for the successful implementation of the proposed solution from contract signing through formal acceptance by the Town.

Vendor profile information will include such items as: the year established, business organization, office locations, financial history, nature of business, strategic direction, industry specialties, software products, hardware products, number of employees, number of client installations, outstanding litigation, and authorized negotiator(s).

4.3. Vendor Qualifications

The Vendor must be a one-source vendor and must demonstrate a proven track record in providing reliable technology solutions across a series of successful installation efforts.

The Vendor's record will reflect experience within a similar environment and of a similar nature and magnitude to that being proposed to the Town. Relevant experience must be associated with projects completed not more than three (3) years prior to the date of this RFP. The Vendor will provide a customer reference listing and related contact information for a minimum of five (5) customers for which the Vendor has completed a similar effort. Each reference must include the following items:

1. Government/Company Name
2. Location
3. Contact Person and Title
4. Telephone Number
5. Scope of Work and URL

6. Contract Period

The Vendor is asked to provide a comprehensive list of customers for review by the Town.

4.4. The Solution

The Town recognizes that the implementation of an extensive Website is a complex effort and that not all possible variables are provided for within this RFP document. Therefore, it is acknowledged that the Vendor may be required to make assumptions regarding the Town's environment or specific requirements. Any assumptions made by the Vendor regarding this RFP should be documented in-line with the response.

Additional detailed review and design activities will take place with the Vendor finalist to refine elements of the proposal, prior to contract negotiation and approval.

4.4.1. The Project Approach

The Vendor will present its methodology and approach to completing this project. Each major activity will be identified, discussed and project deliverables identified.

4.4.2. The Technology Components

The Vendor will segment their solution into the components described below.

1. **Content Management Software** - The Town of Addison is considering consolidating its current websites and moving them to a new platform. The Town believes having a common platform for all sites will allow ease of maintenance and expandability going forward. The goal for moving all the existing websites to a new platform is a complete data migration. Any proposed solutions should not compromise the current functionality and should provide one point of entry for all of the sites. In addition, the proposed solution should provide collaboration and administration tools designed to allow users with little knowledge of Web programming languages to create and upload fresh content with relative ease. Vendors MUST identify their recommendations explicitly for each EXISTING WEBSITE.
2. **Hosting Solution** – Vendors are encouraged to provide three (3) independent hosting solutions:
    1. 100% onsite hosted solution by the Town,
    2. 100% Cloud base solutions,
    3. Hybrid solutions.

4.5. Solution Costing

The Vendor will provide a detailed breakdown of all costs required for a successful implementation of the proposed solution. The Town encourages the Vendor to fully identify costs. To minimize or hedge on costs will only serve to place the Town and the Vendor at a disadvantage.

The Town is requesting the Vendor provide specific cost information for each described component and sub-total per item.

4.6. Other Vendor Information

This section will include additional details, which will allow the Town to gain a greater appreciation for the proposed solution. Any information, which is considered proprietary, should be clearly marked as such. The Town will assume no obligation or liability in the event proprietary information is disclosed.

5. Terms and Conditions

The Town of Addison standard terms and conditions will prevail unless otherwise agreed to between the Town and vendor. The Town views this RFP as the framework to be used by the Vendor in preparing and submitting the proposal.

It is important for the Vendor to become familiar with the Towns standard terms and conditions as well as items within this section, as they will prevail in the event of any discrepancies or differences between project related or contractual documents.

5.1. Basis For Proposal

Only information supplied by the Town in writing through the Purchasing Office should be used in the preparation of Vendor Proposals.

Only replies by formal addenda shall be binding. Oral and other interpretations or clarifications shall not be binding. Vendors must acknowledge all addenda by signing and including such documents in the Proposal.

5.2. Vendor Terms and Conditions

The Vendor must submit a complete set of any additional terms and conditions that they propose to have included in a contract negotiated with the Town.

5.3. Disclosure of Proposal Contents

Proposals shall be opened in a manner that avoids disclosure of the contents to competing Vendors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract award, but trade secrets and confidential information in the proposals may not be open for public inspection. Such data must be stamped **"proprietary"** or **"confidential"** on each page on which they appear, must be readily separable from the proposal and may be subject to review by the Attorney General of Texas in accordance with the Texas Open Records Act.

Vendors are advised that the confidentiality of their proposals will be protected by the Town to the extent permitted by law. Vendors are advised to consider the implications of the Texas Open Records Act, particularly after the proposal process has ceased, and a contract has been awarded. While there is provision to protect proprietary

information under the Act, where the vendor can meet certain evidentiary standards, please note that a ruling on whether these standards have been met will not be determined by the Purchasing Office of the Town of Addison but by the office of the Attorney General of Texas.

5.4. Late Proposals

Proposals must be returned in sufficient time so as to be received and date/time stamped at the specified location on or before the published proposal date and time specified. Any proposal received after the time and date set for receipt of proposals is late and cannot be considered.

5.5. Signing of Proposals

The submission and signature of a Proposal shall indicate the intention of the Vendor to adhere to the provisions described in this RFP.

5.6. Cost of Proposal

This Request for Proposal does not commit the Town to pay any costs incurred by any Vendor in preparation and/or submission of a Proposal, or for procuring or contracting for the items to be furnished under the RFP. All costs directly or indirectly related to responding to this RFP (including all costs incurred in supplementary documentation) will be borne by the Vendor.

Each Vendor will be responsible for all costs incurred in preparing or responding to this RFP. The Vendor agrees to bear all risks for loss, injury, or destruction of goods and materials (ordered or supplied as the result of the eventual contract), which might occur prior to delivery to the Town; and such loss, injury, or destruction, shall not release the Vendor from any obligations under this RFP or any resulting contract.

5.7. Conflict of Interest, Non Collusion and Anti Lobbying

The Vendor promises that its officers, employees or agents will not attempt to lobby or influence a vote or recommendation related to the firm's proposal response; directly or indirectly, through any contact with Town Council members or other Town officials between the proposed submission date and award by the Town Council and that there will be non-collusion and non-conflict of interest.

5.8. Ownership of Proposals

All documents submitted in response to this Request for Proposal shall become the property of the Town of Addison.

5.9. Disqualification or Rejection of Proposals

Vendors may be disqualified for any of the following reasons:

1. There is reason to believe that collusion exists among the Vendors;

2. The Vendor is in arrears on an existing contract or has defaulted on a previous contract with the Town;
3. The Vendor lacks financial stability;
4. The Vendor has failed to perform under previous or present contracts with the Town;
5. The Vendor has failed to use the Town's required forms;
6. The Vendor has failed to adhere to one or more of the provisions established in this RFP;
7. The Vendor has failed to submit "Itemized Cost Sheet/s" for all the items including but not limited to, hardware, software, Services, etc., stated in this RFP.
8. The Vendor has failed to submit its Proposal in the format specified herein;
9. The Vendor has failed to submit its Proposal on or before the deadline established herein;
10. The Vendor has failed to adhere to generally accepted ethical and professional principles during the Proposal process;

Proposals may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled-for alternate proposals, incomplete proposals, erasures, or irregularities of any kind, or contain any unbalanced values.

5.10. Right to Waive Irregularities

Proposals shall be considered as being "irregular" if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate proposals, or irregularities of any kind.

The Town reserves the right to waive minor irregularities and mandatory requirements provided that all responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Town of Addison.

5.11. Withdrawal of Proposals

Proposals may be withdrawn by written or email notice received by the Purchasing Office prior to the exact hour and date specified for receipt of bids. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for the receipt of bids.

5.12. Amending of Proposals

A Vendor must submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must complete the design of a previously

submitted proposal and must be clearly identified as such in the transmittal letter. The Town will not merge, collate, or assemble proposal materials.

5.13. Proposal Offer Firm

Responses to this RFP, including cost, will be considered firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted. All Proposals must include a statement to that effect.

5.14. Exceptions to RFP Specifications

Although the specifications stated in the RFP represent the Town's anticipated needs, there may be instances in which it is in the Town's interest to permit exceptions to specifications and accept alternatives.

It is extremely important that the Vendor make very clear where exceptions are taken to the specifications and how the Vendor will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of the Town's specifications must be clearly identified as such together with reasons for taking exception, and inserted into the Proposal. If the Vendor does not make clear that an exception is being taken, the Town will assume the Proposal is responding to and will meet the specification as written.

Where the Vendor does not agree with the Town's terms and conditions, we require the proposal to enumerate the specific clauses, which the Vendor wishes to amend or delete and suggest alternative wording. Any minimum terms to which the Town will have to agree to in order to enter into a contract with the Vendor and which the Vendor considers being a "deal breaker" **MUST BE SUBMITTED WITH THE PROPOSAL.**

5.15. Consideration of Proposals

Discussions may be conducted with responsible Vendors capable of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Vendors.

Until award of the contract is made by the Town, the right will be reserved to reject any or all proposals and waive technicalities, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of the Town.

During the review process, the Town may require an onsite visit at the Vendor's headquarters.

5.16. Termination

The Town reserves the right, by and through its City Manager and in the City Manager's sole and unqualified discretion, to cancel this RFP at any time and for any reason. The Town reserves the right to reject any or all proposals submitted in response to this RFP. In addition, the Town reserves the right, in its sole and unqualified discretion, to accept, in whole or in part, a vendor's proposal submitted in response to this RFP.

5.17. Governing Law

The Contract will be governed by the laws of the State of Texas. All duties of both parties shall be performed in Dallas County, Texas. The applicable law for any legal dispute arising out of the Contract shall be the law of the State of Texas.

5.18. No Obligation

This procurement in no manner obligates the Town or any of its agencies to the eventual rental, lease, or purchase of any software, hardware, or services offered until confirmed by an executed written contract.

5.19. Award of Contract

The Town reserves the right to withhold final action on Proposals for a reasonable time, not to exceed one hundred eighty (180) days after the date of opening proposals, and in no event will an award be made until further investigations have been made as to the responsibility of the proposed Vendor.

The award of the contract, if an award is made, will be to the most responsible and responsive Vendor whose Proposal meets the requirements and criteria set forth in the Request for Proposal and whose Proposal is determined to be the most advantageous to the Town considering the requirements and criteria set forth herein. The Town reserves the right, in its sole discretion, to abandon, without obligation to the Vendor, any part of the project or the entire project, at any time before the Vendor begins any work authorized by the issuance of a Notice to Proceed by the Town.

The award of the contract shall not become effective until the contract has been executed by the Vendor and the Town.

5.20. Execution of Contract

The Town Council shall authorize award of a contract to the successful Vendor and shall designate the successful Vendor as the Town's Vendor. The Town will require the Vendor to sign the necessary documents entering into the required Contract with the Town and to provide the necessary evidence of insurance as required under the contract documents.

No contract for this project may be signed by the Town without the authorization of the Addison Town Council. No Contact shall be binding on the Town until it has been approved as to form by the Town's Attorney, and executed by the Town's City Manager.

5.21. Proposal Evaluation Process

The contract may be awarded to the Vendor whose proposal is determined to be the most advantageous to the Town. In rendering this decision, the following evaluation criteria may be utilized.

Item	Evaluation Category	Award
1	Qualifications, Experience, and References	30%
2	Project Design and Methodology	30%
3	Rates and Expenses	40%
	Total Award	**100%**

Qualifications, Experience, and References

1. The Town requires the Vendor to provide a brief introduction of the Vendor's business, number of years in business, experience level, resource availability, technical platforms, project approach, staffing levels, and support levels, and office locations. The Vendor is expected to provide an organizational chart indicating the positions and names of the core team who will undertake this project.
2. The Vendor must provide the list of references.
3. The Town will consider the Vendor's responsiveness, including but not limited to, the Vendor's proposal completeness, level of detail, and conformance to the Town's instructions.

Project Design and Methodology

1. The proposal must include a description of the Vendor's plan for accomplishing the work and services to be provided to the Town.
2. The proposal must indicate a clear understanding of the Statement of Work (SOW), including a detailed project plan, outlying major milestones and responsibilities, time frames, and staff assigned for each category of the Statement of Work.

3. The proposal shall identify progress reports that will be made available during the process and key decision points.
4. The proposal shall clearly distinguish the Vendor's duties and responsibilities and those of the Town. Absence of this distinction shall mean the Vendor is assuming full responsibility for all tasks.

Rates and Expenses

1. The Vendor' cost proposal will be evaluated based on completeness, accuracy and level of cost detail provided.
2. The Vendor is required to complete and return *an* ***Itemized Cost, in Excel Spread Sheet Format***, with sub-total and Grand-total figures, for described equipment in this RFP as part of their proposal.

APPENDIX A

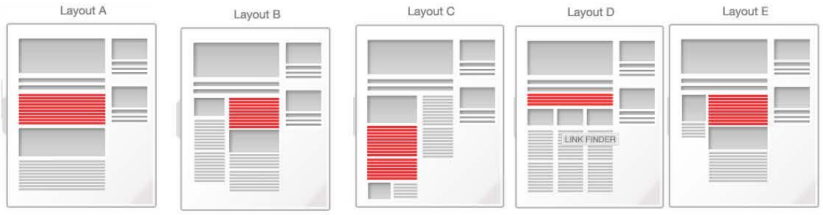
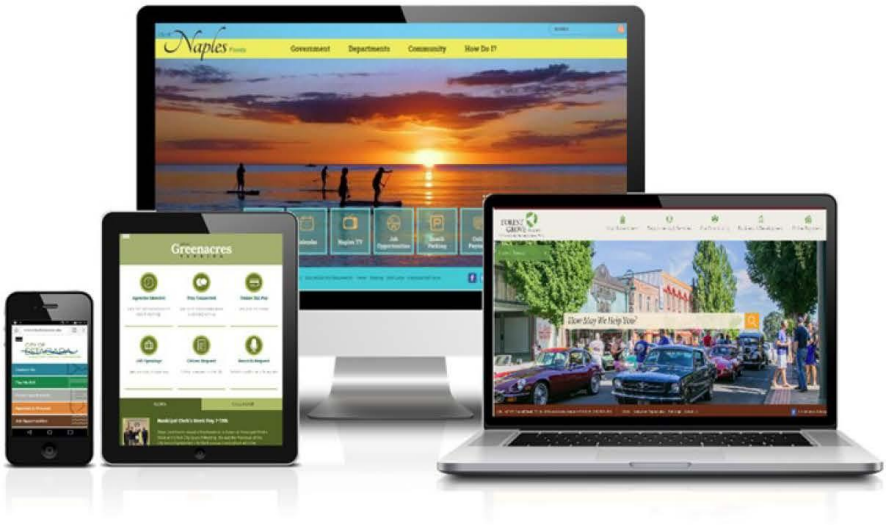


EXHIBIT "B"
Consultant Response to RFP #18-64

RFP Response: Redesign of the Addison, Texas Website

Exhibit A



municode
CONNECTING YOU & YOUR COMMUNITY

Website Design
Codification Services
Online Payments

Gregg Huggins
PO Box 2235 Tallahassee, FL 32316
800-262-2633 Ext. 1675
ghuggins@municode.com

LETTER OF INTEREST

February 27th, 2018

City of Addison
5350 Belt Line Rd.
Addison, TX 75240

Dear Website Selection Team:

Thank you for the opportunity to present Addison with our response to your RFP for the redesign of Addison's website. Our goal is to deliver a mobile-friendly website that is professional, easy-to-use, and easy-to-maintain.

Our team has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties and other local government agencies for over sixty-five years and we continually strive to make your job easier. When it comes to posting content on the web, our solution is simple and straightforward.

Our websites make it easier for your community to find content by providing multiple navigation paths to each page. Our designs reinforce self-service and provide 24x7 online access to your organization's services.

We create your website using Drupal, an industry-leading content management system. Since Drupal is open-source, your website is truly yours unlike those of many other government redesign companies that use their own proprietary software.

We are thrilled at the opportunity to partner with Addison on such an important initiative.

Sincerely,

Brian Gilday
President, Municode WEB

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EXECUTIVE SUMMARY (4.1)

This proposal outlines our plan-of-attack to provide Addison, Texas with a professional and mobile-friendly web presence according to the requirements outlined in your RFP. On the pages that follow, we provide specific details regarding our professional team, our best-in-class municipal website CMS features, and our proposed approach.

Goals

We read your RFP requirements in detail and we understand your goals and priorities. We intend to deliver a website that meets and exceeds those goals. Specifically, we guarantee that your new web presence achieves the following:

- ☑ **Non-Proprietary** – Our solution is completely open source. You own the code and the data.
- ☑ **Long-Term ADA Compliance**– In addition to testing your site for ADA compliance prior to initial launch, we offer ongoing ADA compliance checks and error-correction.
- ☑ **Specialty Designs for Visit Addison, Police Careers, Economic Development, Etc.** – We understand it's important to have one common CMS that allows for the unique branding of specific sub-sites.
- ☑ **Integration with Existing Systems** – Your new website's search integrates with your Municode Code of Ordinances. We also offer optional integrations with Swagit, Agenda Quick, and other 3rd party solutions.
- ☑ **Superior Google Maps Integration**: We look forward to taking your current 'listings' capability to the next level with our integrated mapping capabilities.

Why Us?

Addison is a current Municode customer for codification services. We are committed to continuing that relationship by providing a web solution that offers the best combination of professional design, simplicity for residents, and simplicity for staff. A few of the specific features offered in our solution that stand out against our peers include:

- ☑ **A best-in-class search engine** – Includes file attachment indexing, advanced filters that filter by department / date, and integration with your online Code of Ordinances.
- ☑ **Unique staff ease-of-use features –** Staff can create a page once and it will auto-populate in multiple site locations.
- ☑ **Robust meeting management** – A simplified interface for creating meetings, attaching meeting files, and integration with a master calendar.
- ☑ **Open source solution** – Our solution is based on the industry-leading Drupal open source CMS. It is non-proprietary. You truly own the code.
- ☑ **Commitment to customer service** – We are here long-term to provide you with first-rate support via the phone, email, and web teleconference. We are committed to strengthening our partnership with you.

This proposal is valid for one hundred eighty (180) days.

Exception: Our notification solution includes email notifications. It does not include SMS Text Messaging.

VENDOR PROFILE (4.2)

Municode is the primary company assuming overall responsibility for the successful completion of the project.

Our mission is to connect public sector organizations with their communities. We provide local government agencies with solutions that promote transparency and efficiency such as custom website design, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over sixty-five years and partners with more than 4,200 government agencies across all fifty states. Municode is a privately-owned Corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced and stable workforce.

Municode's website division (formerly Aha Consulting), was founded in 2008 with a focus on improving a municipality's image and profile, providing simple-to-use online tools for self-service, and allows non-technical staff to easily post information on the site. Our "keep it simple" and "attention to detail" priorities have proven extremely successful and we have quickly gained the confidence of municipalities across the country. We have retained that trust and confidence by placing extra emphasis on superior customer support. We listen to your concerns.

It is no coincidence that cities, towns, and other local government agencies across the country are increasingly switching from other well-known municipal website providers to Municode. It is also no coincidence that we have an industry leading 98% customer retention rate. We truly value our customers who place their trust and confidence in us. We are committed to handling each customer with honesty and integrity. We work daily to earn and keep your trust.

Municode is a privately-owned Corporation and is financially sound with no debt. Municode will provide audited financial statements for the past two (2) years if selected as a finalist.

Additional Company information

Year established:	1951
Business organization:	S-Corporation
Office locations:	Corporate headquarters: Tallahassee, Florida Satellite offices: Various locations nationwide
Number of employees:	225
Number of customers:	4200
Outstanding litigation:	No
Authorized negotiator:	Brian Gilday, President Municode's Website Division

4,200
Municipal Clients

67 Years
Serving Municipalities

180 Million
Citizens using our solutions

VENDOR QUALIFICATIONS (4.3)

References and Design Examples

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our most recent clients.**

Corvallis Oregon - 2017

[Vision Internet replacement]
https://www.corvallisoregon.gov
Population: 55,298

Patrick Rollens, Public Information Officer
541-766-6368
patrick.rollens@corvallisoregon.gov

Naples Florida - 2017

[Civic Plus replacement]
https://www.naplesgov.com
Population: 20,115

David Fralick, Communications Manager
239-213-1054
dfralick@naplesgov.com

AWARD WINNER! NAGW Member's Choice Award – Best Website in Nation for Municipalities 40,000 and Under

Brookhaven Georgia - 2017

[Vision Internet replacement]
https://www.brookhavenga.gov
Population: 52,444

Ann Marie Quill, Communications Manager
404-637-0508
annmarie.quill@brookhavenga.gov

Aubrey Texas - 2017
http://www.aubreytx.gov
Population: 2,595

Jenny Huckabee, City Secretary
940-440-9343
citysecretary@aubreytx.gov

Milwaukie Oregon - 2017
http://www.milwaukieoregon.gov
Population: 20,291

Hannah Wells, Webmaster
503-786-7545
wellsh@milwaukieoregon.gov

Kyle Texas - 2016
http://www.cityofkyle.com
Population: 28,016

Jerry Hendrix, Chief of Staff
512-262-3921
jhendrix@cityofkyle.com

White Bear Lake Minnesota - 2017
http://www.whitebearlake.org
Population: 23,769

Kara Coustry, City Clerk
651-429-8508
kcoustry@whitebearlake.org

Great Falls Montana - 2017
http://www.greatfallsmt.net
Population: 59,351

Rachel Arms, Webmaster
406-455-8445
rarms@greatfallsmt.net

Specialty Sub-Site Graphic Designs

We also offer the option of having graphic designs for sub-sites that require specialized branding. We call these 'specialty sub-sites'. We leverage your main CMS and database, which allows us to offer these sub-sites with the same functionality as your main site yet with a completely different look and feel and different domain name.

Economic Development
www.choosewoodstock.com
https://www.fluvannacounty.org/ced
https://www.cityofburnet.com/ed

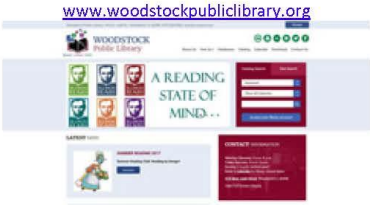
Festivals
www.wintermusicfestival.org

Police and Fire
www.mvfpd.org
www.quincypd.org
www.co.benton.or.us/sheriff

Golf Courses
www.meadowlakesgc.com

Parks & Recreation
www.cprdnewberg.org
www.cityofvancouver.us/parksrec

Libraries
www.woodstockpubliclibrary.org



Event Centers / Cultural Centers
www.eventcenter.org
www.woodstockoperahouse.com
www.sherwoodcenterforthearts.org

Tourism
www.gofruita.com

Project Team

Dave Fels will act as your project lead and he will be supported by six team members. Brian Gilday, president of Municode's website division, will serve as the project sponsor and point of escalation in the unlikely event issues are not resolved to your satisfaction.

Organizational Structure

1. **Project Sponsor** (Brian)
    - **Project Lead** (Dave)
        i. **Project Team**
            - Design Leadership / User Experience / Content Strategy (Dave)
            - Content Migration (Kim)
            - Development (Mitchel)
            - Quality Assurance / Analytics (Mary Joy)
            - Graphic Design (Drago)
            - Performance / Systems Administration (Paul)
            - Marketing / Awards / PR (Jorrdan)

Brian – Project Sponsor
Brian is an information technology expert, former U.S. Naval Officer, and former Big 5 consultant with Deloitte Consulting. He holds a BS in Computer Science with distinction from the United States Naval Academy (Annapolis, MD) and an MS in CIS from Boston University. Brian served as an Associate Professor at MIT and Boston University.

Dave – Project Management / User Experience / Content Strategy
Dave has a Bachelor of Arts degree in Communications from California State University. In addition to project and design leadership, Dave participates in various analytical, site configuration, content migration, and training activities. Dave is a certified User Experience expert.

Kim – Content Authoring / Site Configuration
Kim is an experienced data modeler and information architect with 20+ years of IT experience in education, health insurance, and retail information systems. Kim participates in customer support efforts, content migration, and quality assurance.

Mitchell – Content Authoring / Front-End Development
Mitchel graduated from Oregon State University with a Bachelor of Science in Business Information Systems and a minor in Computer Science. As a Business System Analyst, Mitchel builds custom features, migrates data, fixes minor issues, and helps with support.

Mary Joy – Quality Assurance / Analytics
Mary Joy has that unique ability to put technical concepts into easy-to-understand terms with clients such as Dunkin Donuts, Gillette, Fidelity, and Osram Sylvania. MJ is a Bentley graduate with a Bachelor of Science in CIS.

Paul – Sr. Development / Systems Architecture
Paul has worked on software systems for years and is a strong member of our team. We turn to Paul for any custom development work that might be required. In addition, Paul has many years of experience in quality assurance testing, so he acts as Municode's lead tester for the engagement.

Drago – Graphic Design
Drago's work speaks for itself. He has the unique ability to capture the essence of your branding and communication requirements and transform them to stunning web designs.

Jorrdan – Marketing / Awards / PR
Jorrdan creates press releases for our clients to help promote their website redesign and guides our clients through the process of applying for national and international website awards. She also helps us with case studies, testimonials, and blogs. She has a Bachelor's degree from Florida State University in English, Creative Writing and Communications.

THE SOLUTION (4.4)

Website Features

Municode WEB was designed for local governments by experts in local government. It utilizes Drupal, an open source platform that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

Key Base Features

- Responsive Mobile Friendly Design
- Simple Page Editor
- Best-in-Class Search Engine
- ADA/Section 508 Compliance
- Social Media Integration
- Unlimited Online Fillable Forms
- Emergency Alerts
- Meeting Agendas/Minutes/Videos
- Event Calendar
- Page Versioning / Audit Trail

Additional Base Features

- Web Page Categories (Create a Page Once, Have it Show Up in Multiple Places)
- Department Micro-sites (Sites-Within-a-Site)
- Rotating Banners and Headline Articles
- Online Job Postings
- Online Bid / RFP Postings
- Photo Album Slideshows
- Google Maps Integration
- Resource / Document Center
- Image Auto-Scaling and Resizing
- Site Metrics (Google Analytics)
- Content Scheduling (Publish Today, Unpublish Tomorrow)
- Unlimited User Logins
- Unlimited Content
- Word-like WYSIWYG Editor
- Online Payments
- Parks and Trails Directory
- Projects Directory
- Business Directory
- Intranet (Standalone Private Website)
- Latest News / Press Releases
- Anti-Spam Controls
- Email Harvesting Protection
- Broken Link Finder
- Dynamic Sitemap
- Support for Windows, Mac, Linux
- Video Integration (YouTube, Vimeo, etc.)
- Client Owns Rights to All Data
- Organization / Staff Directory
- Frequently Asked Questions (FAQs)
- Ordinances and Resolutions
- Google Translate
- Share This Button (Facebook/Twitter)
- Secure Pages / SSL
- Printer Friendly Pages
- RSS Feeds Inbound / Outbound
- Email Subscriptions / Notifications
- Private Pages (Staff View Only)
- Property Locator (Commercial / Industrial)

Optional Features

- Specialty Sub-Site Graphic Designs
- LDAP / Active Directory Integration
- Facility Reservation
- Bid Management System
- Swagit Integration
- AgendaQuick Integration
- Design Refresh Every Four (4) Years
- Custom Development

Our Response to Your Specific RFP Requirements

1. Design and Layout

1.1. Three-Click Navigation Rule –

We use multiple techniques to make content easy to find on your website. Our team works with you to create a high-level sitemap to minimize clicks. We also implement an industry-leading capability that allows staff to create a page once and the page automatically appears in multiple locations on the website. This technique improves navigability, so your citizens can locate content faster.

We also provide the best search engine in the industry. Our solution integrates with your Municode Code of Ordinances for search and it allows users to filter by department or group.

1.2. General Look-and-Feel and Resident Engagement –

We look forward to providing Addison with three (3) 'working' design concepts for the main design and we will incorporate a resident engagement process that includes in-person usability testing as well as survey feedback. We recently implemented this process in partnership with the City of Corvallis and had excellent results.

We have a process planned in March for a municipality that has requirements similar to Addison's. The municipality requested one main City / Town graphic design plus several separate graphic designs using our 'specialty sub-site' feature. With this feature, municipalities receive one master CMS with sub-branding, sub-navigation, and unique domain names for the specialty sites. This is similar to your Police Careers, Visit Addison, Addison Conference & Theatre Centre, Addison Airport, and Economic Development specialty sites.

1.3. Fonts and Logos –

We will leverage the Town's logo, Tungsten font, and tagline in the design. The Town should provide appropriate licenses and / or authorization approval to use the Tungsten font on the web.

1.4. ADA Compliance –

We take accessibility, the ADA, and Section 508 seriously. Our solution includes several built-in 508 / ADA compliance features such as hidden links to return to the main content, color contrast testing, and alt text requirements for images. In addition, we verify your website passes WCAG 2.0 (Level AA) as part of our testing process.

Our ongoing support includes the option for Municode to run a quarterly WCAG check against all website pages, fix CMS-related issues, and provide a report of any content-related issues for the Addison staff to address.

1.5. Universal Platform –

We verify that your responsive, mobile-friendly website works on any browser version that represents 0.5% or more usage per the latest W3C browser stats http://www.w3schools.com/browsers.

Based on January 2018 stats, we commit to supporting Opera version O49, Safari S10-S11, Firefox FF52;FF57;FF58, IE11, Edge 15-16, and Chrome C57+.

1.6. Multi-Lingual Support –

We provide integration with Google Translate.

2. Content Management System (CMS)

2.1. Public

2.1.1. Main Website (www.addisontexas.net) –

Our Drupal CMS allows www.addisontexas.net to be the main input portal for adding and modifying website content.

2.1.2. Microsites –

Each 'standard' microsite (department / board / committee) can control its own homepage, sub-menu, sub-calendar, contact info, etc. The header and global navigation stays intact on every page, but the main content area is customizable.

We also provide separate 'specialty sub-site graphic designs' that have their own unique branding and domain name (if desired). These sub-sites are still controlled through the main CMS. Search results on the Town site provides aggregated results across all standard microsites and all specialty microsites. We will create six (6) custom graphic designs for the following specialty microsites:

- *Police Careers*
- *Visit Addison*
- *Addison Conference and Theatre Centre*
- *Addison Airport*
- *Economic Development*
- *Courts*

2.2. Intranet –

Our proposal includes a separate standalone intranet. We also have an optional LDAP (Active Directory) integration available if desired.

2.3. Page Contents –

Our CMS solution includes the features and functions indicated in your RFP and listed below. We look forward to providing an in-depth demonstration of each feature to confirm they meet your specific needs:

- *Resource Library for Documents, Images, and Video*
- *Calendar – One Master Calendar and Sub-Calendars for Each Department / Microsite*
- *News Listings*

- *Social Media Integration*
- *iFrame Integration (We offer more advanced integrations as well.)*
- *RSS Feeds Inbound and Outbound*
- *Google Maps Capabilities*
    - *Maps easily embed on every page plus map-enabled directories:*
        - *Projects Directory: https://www.losaltosca.gov/projects*
        - *Parks and Trails Directory: http://www.cityofvancouver.us/parksites*
        - *Properties Locator (Economic Development): http://www.cityofestacada.org/biz/properties*
        - *Business Directory: https://www.ci.durham.nh.us/directory*
- *Contact Pages and Staff Directories*
    - *Table-Based Master Directories: https://www.cityofburnet.com/directory*
    - *Multiple Formats: https://www.cityofburnet.com/police/page/police-department-staff*
- *'Current Weather' Widget*
- *Listings*
    - *We describe our Listings capability in Section 2.5*
    - *We provide Scheduled Listing displays per this requirement*
- *Layouts*
    - *Our solution allows for many different layout configurations based on the specific widgets that are enabled on each page.*
    - *We will demonstrate the various display combinations as part of the Project Design and Build phase and provide up to five (5) additional configuration options of either specific widgets or the overall page layout of those widgets*
- *Helpful / Not Helpful Capability*
- *Publish and Unpublish Pages for Public Display*
- *Watching / Following Capability*

2.4. Sidebar –

Staff can create one or more 'custom sidebar blocks' to display general text, media, listings, or custom HTML content and to schedule the start / end dates for those custom sidebar blocks.

2.5. Listings –

We will exceed your expectations when it comes to generate the listings as described in your RFP. Please see the below examples – we consider the below layouts as a starting point and work with you to make updates that suit your needs.

- *Projects Directory: https://www.losaltosca.gov/projects*
- *Parks and Trails Directory: http://www.cityofvancouver.us/parksites*
- *Properties Locator (Economic Development): http://www.cityofestacada.org/biz/properties*
- *Business Directory: https://www.ci.durham.nh.us/directory*
- *FAQs – Master: http://www.fruita.org/faqs*

- *FAQs – Embedded 'In-Context' Within a Page: http://www.fruita.org/police/page/animal-control*

2.6. Calendars and Events –

We have a robust calendar and meeting management solution with the following features:

Master Calendar and Sub-Calendars – Individual community events and meetings are displayed on a master calendar as well as sub-calendars for each department, board, committee, or commission.

Meeting Archives – All meetings are automatically added to a meeting archive that is filterable by committee or department.

Upcoming Events/Meetings – Upcoming events and meetings are displayed within each specific department/committee. In addition, a master list of upcoming events can be displayed on the home page.

Easily Create Calendar Events – Each calendar event is its own web page with the option of including file attachments, text, photos, and links.

Email Notifications – When integrated with our email subscription feature, calendar event 'reminder' email notifications can be sent to subscribers based on category.

Google / Outlook / iCal – Our calendaring solution allows you to import calendar events into iCal or Google.

Event Updates –Users can sign up for a daily email that lists all new and updated events. We also provide an "Upcoming Weekly Events" signup. Users can sign up to receive an email every weekend that shows next week's events.

Date Reminders – We include a date reminder email capability.

2.7. Alerts –

We provide an emergency alert ticker. We also offer the option to display a prominent alert box on all pages as an alternative to a traditional ticker since a ticker is as ADA-friendly.

When integrated with our email subscription feature, calendar event 'reminder' email notifications are sent to subscribers based on the category.

We integrate with the Everbridge emergency response system.

2.8 News –

Your News section is filterable by press release date and by category. Staff can implement publish-on and publish-off dates for any web pages (including news pages) to have them auto-removed from public visibility. News email notifications are possible using our e-Notification system.

3. Technology

3.1. Cyber Security –

Our solution is secure, and we take cyber security seriously. Your website is secure from multiple perspectives:

Data Center – We host your website in a high-availability, secure data center with a high-availability network architecture that provides an up-time networking service level of 99.999%. The data center is manned 24x7x365.

Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server with master-master replication. We apply security updates to the entire web server stack on a regular basis.

Data Transmission – We guarantee up to 1 Terabyte of data transfer per month.

Web CMS Software Security – Your website is built on Drupal software that has the confidence of millions of websites in both the private and public sector including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks (XSS) and Cross-site Request Forgeries (CSRF). As part of our hosting and support services, we apply security updates to your Drupal-based CMS whenever updates are posted.

Web Transmission Security – Your website is secured with SSL to encrypt transmission of data. By default, we SSL encrypt every page on your site to maximize security. We provide the SSL certificate at no additional charge.

User Authentication Security – Our solution is configured with granular role-based permissions and each user is required to login with a unique userid and password. We also offer a two-factor authentication option using Google Authenticate.

Data Backup – We back up your data in multiple time zones. We backup daily, weekly, monthly, and up to seven (7) years of annual data backups.

3.2. Load-Balancing –

Our architecture includes load balancers, multiple web servers, database replication, and sophisticated caching mechanisms to ensure your website is fast and stable.

3.3. Audit Capabilities –

Our CMS provides preview capability as well as page-level versioning. Pages can be reverted to any previous version. This solution provides a complete audit history of each page update (date / time / user) and the ability to view the pages at each date / timestamp. The version control record occurs at the page-level and maintains document versions as documents are updated / deleted within a page.

We provide site-level rollback as part of our standard hosting and support agreement. We save daily, weekly, monthly, and annual backups.

3.4. User Group –

Our solution is configured with granular role-based permissions and each user is required to login with a unique userid and password. Site administrators can manage user creation, updates, and permissions. We also offer a two-factor authentication option using Google Authenticate.

3.5. Search Engine Optimization (SEO) –

Our solution includes several built-in Search Engine Optimization (SEO) features including:

- *Friendly URLS based on the page title*
- *Auto-submission of XML sitemap to Google and Bing daily*
- *Auto-creation of key meta tags*
- *Manually update meta tags to finetune SEO results*

3.6. Internal, Standalone Search Engine –

Our Drupal-based solution includes a powerful search engine that is among the best in the industry. We also provide an enhanced search capability at no extra charge which allows for:

- *Indexing of file attachments (content of PDFs, Office documents, agendas, minutes, etc.)*
- *Filtering search results by date, department, or committee*
- ***Search integration with your Municode Code of Ordinances!***
- ***Expected Soon – Search integration with AgendaQuick and/or Swagit.***

3.7. Sitemap and Breadcrumbs –

Our solution includes an XML sitemap that is submitted to the search engines daily. In addition, we can incorporate a breadcrumb into the design.

3.8. Software and Ongoing Maintenance –

24x7 Customer Support:

We provide you with contact numbers to reach us 24x7x365 for catastrophic site issues. We are also available Monday - Friday 8AM-8PM EST via email and phone to handle routine website operation questions.

Security Upgrades:

Municode applies security upgrades to your solution's core and contributed modules as they are published by drupal.org to ensure that your website stays secure. Municode performs security upgrades and other web server and website optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires taking the website offline. We will provide at least 14 days' notice for any non-emergency maintenance that requires downtime.

Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and instantly alert us when problems occur. We act as soon as possible and no later than two (2) hours after problems are detected.

Free Feature Upgrades:

As we update our base Municode features, you receive those upgrades for FREE.

3.9. Data Ownership –

Addison owns all data.

3.10. Data Integrity –

Our solution includes a broken links finder that reports broken links.

3.11. Source code Ownership –

Our open source Drupal-based solution is non-proprietary. Addison owns the source code.

4. Other

4.1 Training –

*Our solution includes **3 days on-site training** with a training agenda tailored to the best needs of Addison staff including specific training related to ADA compliance, Section 508, and WCAG. In addition, we provide video training guides.*

4.2 Integration with VisitWidget –

Yes, we will provide JSON-based integration with VisitWidget.

4.3. Integration with WebQA –

Yes, we will provide link-based access to WebQA. We also offer the following as either complements to or replacements for WebQA

- *Citizen 311 solution built directly into the website (included in base quote)*
- *JustFOIA – best-in-the-industry FOIA request tracking solution offered by MCCi, our sister company*

4.4. Integration with AgendaQuick –

We provide an integration with AgendaQuick that is much better than your typical iFrames-based approach. We anticipate working with AgendaQuick to provide an integration with our Meetings API so Agenda Quick meeting details automatically appear in our CMS calendar. This provides a better user experience for Addison's citizens.

4.5. Integration with SwagIT –

We are working with SwagIT to integrate their video solution with our meeting API.

4.6 Integration with Municode –

We are Municode! *In addition to providing a direct link to your online code of ordinances, we offer a search integration of your website search results and your online code of ordinance search results.*

4.7. Integration with Google Analytics –

We integrate with Google Analytics as part of our standard service.

4.8. Provision for Data Migration from Old Website –

We commit to migrating all content from your existing Addison website as well as your specialty sub-sites that will get a new graphic redesign as part of this initiative.

4.9. Analysis –

Project kickoff activities will include an up-front analysis of your current website content (Including all Addison SPECIALTY sites), navigational structure, available analytics data, and custom features / functions. We will then conduct in-depth working sessions with your redesign team to gain a better understanding of these areas.

We will also confirm your desired / required requirements and conduct a fit-gap assessment of our standard Municode WEB solution against those requirements. We will provide quotes for the building of any custom features or integrations with external systems that may be required.

As needed, we will conduct interviews with key individual stakeholders and / or departments to gain deeper insight into priority areas.

Once these analysis activities are completed, we will work with the redesign team to finalize an approved sitemap for the new site. The sitemap will include the global navigation as well as sub-maps for pertinent microsites and topical areas. The initial sub-maps will go no further than two levels deep during the analysis phase. Additional levels, if required, will be confirmed by the combined Aha-Town team as part of the content migration phase of work.

4.10. Timeline –

The project timeline is located in the 'Project Timeline' section of this RFP.

5. Optional Features

5.1 Icon Set –

We can design a set of custom icons tailored to the Town of Addison. We have provided a quote for such services in the project costs 'Optional Items' section of the website.

5.2. Single Sign on Integration –

We will provide LDAP/Active Directory integration with the new Addison intranet. Staff can use the same userid and password to login to the intranet as they would to login to the Town network.

5.3. Support for old browsers –

Your website will work on any browser version that represents 0.5% or more usage per the latest W3C browser stats http://www.w3schools.com/browsers.

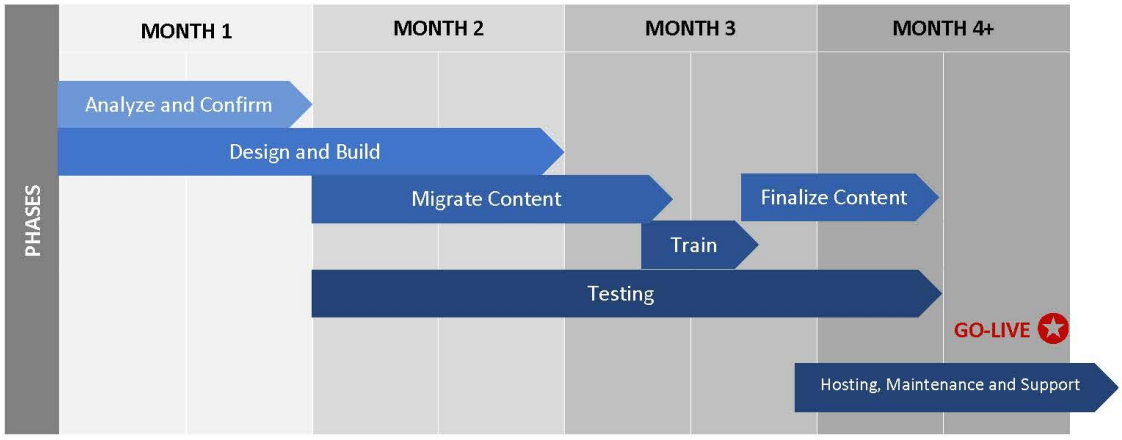
Based on January 2018 stats, we commit to supporting Opera version O49, Safari S10-S11, Firefox FF52;FF57;FF58, IE11, Edge 15-16, and Chrome C57+.

THE PROJECT APPROACH (4.4.1)

Website Features

The typical project takes from three (3) to eight (8) months. The high-level timeline below is an approximation. We will finalize the schedule once we meet with you.

Project Timeline Sample



Client Responsibilities

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

- ☑ The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
- ☑ The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
- ☑ The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- ☑ The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- ☑ The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements

Website Assessment:
Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.

Organizational Overview Inventory / Survey:
Municode will provide an organizational overview document for you to complete as part of this assessment.

Website Design Meeting:
Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.

Deliverables

- Summary assessment sheet
- Organization Survey
- Website design specification sheet (graphic design and information / navigation design)

Phase 2: Design and Build

Design Concept Creation and Approval (Custom Designs):
Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.

Website Setup, Configure, and Customization:
Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.

Deliverables

- Design concepts
- Finalized design (Photoshop PSD) and working prototypes
- Functional beta website with approved design
- Content migration

Phase 3: Migrate Content

Content Finalization and Departmental Acceptance:
Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

Meeting Agendas and Minutes: Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e. minutes_061516.pdf, etc.)

Standard Web Pages: A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

Directory Pages (Staff Directory, Projects, Commercial / Industrial Properties, Business Directory, Ordinances / Resolutions): Client completes manually or may request a custom quote. For custom quotes, client completes an excel template with directory data and Municode auto-imports directory content.

Deliverables

- Content creation and migration
- Departmental content 'signoff'

Phase 4: Staff Training

Staff Training:
Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

Deliverables

- On-site (if applicable)
- Web teleconference
- Videos and User guides

Phase 5: Testing

Municode Functional Testing:
Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. Test will confirm proper functionality of all features documented in this proposal.

Acceptance Testing:
Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

Deliverables

- Completing Testing Checklists
- Site acceptance by client

Go Live ✪

Go-Live:
We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

Deliverables

- Accepted Final Live Website

THE TECHNOLOGY COMPONENTS (4.4.2)

1. Content Management Software

We have thus far provided descriptions of the many features that come as part of our Municode WEB offering based on the Drupal open-source CMS platform. We have also described how we will meet the specific functional requirements described in your RFP. Now, we will provide an explanation for how our solution matches perfectly with Addison's desire to have one common CMS solution for the main Town website as well as your many specialty sub-sites.

We have years of experience providing the ability to have a main website presence and branding as well as specialty sub-site graphic designs that leverage the main CMS software. With our solution, you gain the following benefits:

- ☑ All staff create and edit content using the same CMS – regardless of microsite / specialty site
- ☑ Site administrators can manage all staff roles / permissions from one common interface
- ☑ Specialty microsites gain the following unique characteristics:
    - Custom graphic design with its unique branding
    - Custom home page layout
    - Unique domain name (if desired)
    - Content appears on the specialty site AND appears in aggregated Town website listings including a master search capability and a master calendar
- ☑ Addison can have an unlimited number of microsites for department / boards / committees that leverage either the main Addison Town design or the design of one of the specialty sites.

Addison Police Careers

We look forward to creating a custom design for the Police Department that focuses on the unique needs for recruiting new police officers as well as highlighting the key services of the police. Examples of recent Police-related sub-site launches within the last twelve months: https://www.griffith.in.gov/police, http://www.quincypd.org/, https://www.lampers.org/

Visit Addison

We look forward to providing an inviting design for the Visit Addison site that promotes the many reasons why visitors to the Dallas-Fort Worth area should include Addison in their destination plans. Recent example: http://www.gofruita.com/

Addison Conference and Theater Center

We look forward to providing a custom graphic design for the Addison Conference and Theatre Center that meets your specific needs. Please see examples of other municipal sub-site designs we have launched that have functions similar to yours: http://www.eventcenter.org/, http://www.sherwoodcenterforthearts.org/,

Addison Airport

We look forward to creating a custom design for the Addison airport site. We recently launched a unique sub-design for the City of Prineville's airport and their golf course: http://www.cityofprineville.com/airport, http://www.meadowlakesgc.com/meadowlakes.

Addison Economic Development

We have experience designing Economic Development websites that align with your specific communication objectives. Please see examples of recent Economic Development sites that we have launched in addition to the primary websites for these municipalities:

- ☑ http://www.choosewoodstock.com/ed
- ☑ https://www.cityofburnet.com/ed
- ☑ http://www.selectbrookhaven.com/ (Content in Progress)

Courts

We look forward to providing a unique design and homepage layout for Courts that incorporates the ability to search citations online, locate court date information, and other key content.

2. Hosting Solution

We provide first-class hosting services in a high-availability, secure data center. Our solution is secure and we take cyber security seriously.

Your website will be secure from multiple perspectives:

- **Data Center**:
  We host your website in a secure data center with a high-availability network architecture that provides an up-time networking service level of 99.999%. The data center is manned 24x7x365. The data center hosts federal, state, and local government websites that require the highest security standards including Fed RAMP, FISMA, PCI, HIPAA, and SSAE 16. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server with master-master replication. We apply security updates to the entire web server stack on a regular basis.
- **Data Transmission:**
  We guarantee up to 1 Terabyte of data transfer per month.
- **Redundant High-Availability Failover (Optional):**
  We have the capability of providing premium hosting service levels by offering a mirrored copy of your site on a separate infrastructure and time zone. We would need to talk through the required service levels and bandwidth to provide pricing for this item.
- **Web CMS Software Security:**
  We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.
- **Web Transmission Security:**
  Your website will be secured with SSL to encrypt transmission of data. We will SSL-enable every page on your website for maximum security.

User Authentication Security:
Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a two-factor authentication option using Google Authenticate if that should be something you are interested in pursuing.

Data Backup
We back up your data in multiple time zones. We backup daily, weekly, monthly, and up to 7 years of annual data backups.

Guaranteed Uptime
Municode will guarantee web server uptime of 99.99%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

3. Maintenance and Customer Support

24x7 Customer Support:
We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

Security Upgrades:
Municode will apply security upgrades to your solution's core and contributed modules as they are published by drupal.org ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:
Municode will install auto-monitoring software routines that continually monitor website performance and instantly alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

Free Feature Upgrades:
As we update our base Municode features, you receive those upgrades for FREE.

SOLUTION COSTING (4.5)

Design, Development, and Implementation Phase — $48,000

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **custom** Town graphic design
- **Specialty sub-site graphic designs – Six (6)**
- Standalone intranet with LDAP integration
- Content migration; all existing pages
- Training: on-site, web teleconference, video, user guides
- On-site visits
  - **2 on-site visits**
    - 2-day initial visit for design meetings and meetings with departments
    - 3-day on-site training

Annual Hosting, Maintenance, and Customer Support — $6,000 / year

- 200GB disk space and up to 1 terabyte data transfer per month
- 99.99% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 8 hours' webinar refresher trainings per year

ADA Premium support — $4,800 / year

- Regular scans of website to identify compliance with WCAG Level A/AA
- Quarterly report of findings
- Municode fixes all CMS-related errors
- Provide report of all content-related errors that require staff changes

Additional Website Options

☐ Additional On-Site Visits (Training, Consultation, etc.)	$1500 day 1, $1000 per day (days 2+)
☐ Custom Feature Development	$125 per hour or fixed bid quote

CITY OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on CITY OF ADDISON property or public right-of-way shall provide the CITY OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from CITY OF ADDISON. Contractors shall provide CITY OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by CITY OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. CITY OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. **Workers' Compensation Employers' Liability** to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident $1,000,000 Disease Policy Limits $1,000,000 Disease each employee$1,000,000	**CITY OF ADDISON to be provided a *WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION or*** material change in coverage. **Insurance company must be A-:VII rated or above.**
2. **Commercial General (Public) Liability** to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence $1,000,000, General Aggregate $2,000,000 Products/Completed Aggregate $2,000,000, Personal Advertising Injury per occurrence $1,000,000, Medical Expense 5,000	***CITY OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION*** **or material change in coverage.** **Insurance company must be A-:VII rated or above.**
3. **Business Auto Liability** to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit $1,000,000	***CITY OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION*** **or material change in coverage.** **Insurance company must be A:VII-rated or above.**

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein)may be **faxed** to the Purchasing Department: **972-450-7074 or emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Addison.

2. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Addison, Texas of any material change in the insurance coverage.

3. All insurance policies shall be endorsed to the effect that the City of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

4. All insurance policies, which name the City of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

5. Insurance must be purchased from insurers that are financially acceptable to the City of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the City of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for CITY OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to CITY OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for CITY OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# Redesign of the Addison Webiste/ Solicitation 18 - 64

Company: Municipal Code Corporation

Printed Name: Brian Gilday

Signature: Brian M. Gilday **Date:** 02/16/2018

Town of Addison

Indemnification Agreement

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons" and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: Solicitation 18-64/ Redesign of the Addison Website

Company Name: Municipal Code Corporation

Signature: Brian M. Gilbey

Date: 02/16/2018

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

Section I Company Profile

Name of Business: Municipal Code Corporation

Business Address: 1700 Capital Circle SW, Tallahassee, FL 32310

Contact Name: Gregg Huggins

Phone#: 800-262-2633 Ext. 1675

Fax#: 850-564-7492

Email: ghuggins@municode.com

Name(s) Title of Authorized Company Officers:

Brian Gilday, President of Municode's Website Division

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #: 045147840

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

We acknowledge Addenda #1,#2, and the Questions and Answers.

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of 180 Days.

☑ Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

☐ Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. http://www.window.state.tx.us/procurement/cmbl/cmblhub.html.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number _____ and expire date _____.

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes ☐ No ☑

Bid Bond: Is Bid Bond attached if applicable? ☐ Yes ☑ No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date:

Brian N. Gilday 02/16/2018

Title:

Brian Gilday, President of Municode's Website Division

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17