



GENESEE COUNTY PURCHASING
A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG
1101 BEACH STREET, ROOM 361,
FLINT, MICHIGAN 48502
Phone: (810) 257-3030 Fax (810)257-3380
www.gc4me.com

September 6, 2018

GENESEE COUNTY REQUEST FOR PROPOSAL #18-149

Sealed Proposals will be received at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **ESTABLISHING A COUNTY WIDE BRAND FOR GENESEE COUNTY.**

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department or at the website www.gc4me.com.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

DUE DATE: October 2, 2018 at 2:00 p.m.
PROPOSAL REQUEST NUMBER: #18-149

Cindy Carnes
CINDY CARNES, PURCHASING MANAGER

bid2\2018\18-149
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
www.gc4me.com

TABLE OF CONTENTS

SECTION 1. INSTRUCTIONS TO OFFERORS.....	3
SECTION 2. STANDARD TERMS & CONDITIONS.....	4
SECTION 3. ADDITIONAL TERMS & CONDITIONS.....	4
SECTION 4. QUALIFICATIONS OF OFFERORS	5
SECTION 5. SCOPE OF WORK.....	6
SECTION 6. INFORMATION REQUIRED FROM OFFERORS.....	7
SECTION 7. EVALUATION CRITERIA & SELECTION PROCEDURE	9
Cost Proposal	10
SIGNATURE PAGE	12
GENESEE COUNTY INSURANCE CHECKLIST	13

RFP #18-149 ESTABLISH A COUNTY WIDE BRAND FOR GENESEE COUNTY

SECTION 1. INSTRUCTIONS TO OFFERORS

1. Sealed proposals will be received, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 or E-mail to geneseecountypurchasing@co.genesee.mi.us. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE WILL NOT BE ACCEPTED.**
2. **Submit one original, and one electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the response must consist of one copy in electronic format sent via email or on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may be submitted at the MITN site for this offering.
3. Michigan Inter-governmental Trade Network– an alternate review of the RFP number RFP- 18-149 can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>.
 - a. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFPs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.
4. All communications, modifications, clarifications, amendments, questions, responses or other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
5. All prospective offerors shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective offeror to obtain addenda and other information issued at any time related to this RFP.

6. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

7. Proposal Format: Proposals must be submitted in the format outlined in SECTION 6. INFORMATION REQUIRED FROM OFFERORS to be deemed responsive.

SECTION 2. STANDARD TERMS & CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions

SECTION 3. ADDITIONAL TERMS & CONDITIONS

1. **Purpose**: The County is requesting a Proposal from qualified providers for establishing a county wide brand for Genesee County.
2. **Issuing Office**: This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Board of Commissioners. The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030 and email ccarnes@co.genesee.mi.us.
3. **Questions & Inquiries**: All questions regarding this RFP shall be submitted in writing to the Genesee County Purchasing Department as listed above by Thursday, September 20, 2018 before noon. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.
4. **Addenda**: Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all offerors shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Responsive Offerors**: To ensure proper consideration, all offerors are encouraged to submit a complete response to this RFP using the format outlined in SECTION 6.

INFORMATION REQUIRED FROM OFFERORS. In addition, original proposals must be signed with an **original signature** of the official authorized to bind the offeror to its provisions.

6. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the offeror for 120 calendar days following the due date.
7. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a offeror wishes to designate any portion of their submission as "confidential" or "proprietary," the offeror must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing to the Genesee County Purchasing Department as listed above Thursday, September 20, 2018 before noon.
8. **Statement of Exceptions:** The offeror shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the offeror agrees to meet all requirements set forth in this solicitation.
9. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.
10. **Rejection of Offers:** Genesee County reserves the right to reject any and all offers received in response to this RFP.
11. **Prime Contractor Responsibilities:** The successful offeror(s) will be held responsible for all services required as part of this solicitation regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the contract.

SECTION 4. QUALIFICATIONS OF OFFERORS

In order to qualify for award, an offeror shall have the capability in all respects to perform the work, and the integrity and reliability, which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all procurement requirements.

No proposal will be considered from any offeror unless known to be skilled and regularly engaged in work of a character similar to that covered by the solicitation documents.

The following requirements are necessary for consideration of contract award:

1. The offeror shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
2. Offerors must have a minimum of three years of proven experience providing branding and brand identity services.
3. Must not be on the Federal Debarment List

If an offeror does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County shall not consider its proposal for award.

SECTION 5. SCOPE OF WORK

We are requesting proposals for a plan and deliverables to establish a county wide brand for Genesee County. It should be noted that Genesee County is comprised of more than 30 departments and commissions. Some departments have their own established brands and the County wide brand needs to be developed as the umbrella brand to hold those existing brands with the intention of brand cohesion and support to make all brands (county and department) stronger and more recognized. Services to be provided include but are not limited to:

- 1) Refreshing the existing county logo. The logo should be easily used in multiple channels including print, digital, out of home, shirts/uniforms, signage, buildings, etc. We are looking for a clean logo that reflects the existing but is refreshed to meet modern standards. (this language only applies if the intention is to update the county logo)
- 2) Development of a county logo block that will be used on all county department's vehicles, signage, brochures, email signatures, etc. The logo block will include the County logo with some language that implies the service or department is part of Genesee County. It could also be similar to affiliate text or some other solution. This logo block would be an accompanying block on existing department materials to compliment and support those other departments.
- 3) Create a brand guidelines documents: As part of the branding project we need to establish and create branding guidelines. These guidelines should include rules on logo variations (i.e. full color, one color, reverse color, logo block for departments etc.), title fonts, subheading fonts, body text fonts, branded colors and color codes, any other typography suggestions and any other branded textures, graphics, etc. that are suggested to use in branded materials.
 - a) Brand guidelines will be used internally and with designers for future marketing and advertising, and a media packet.
- 4) Develop county templates for letterhead, business cards, Power Point slides, etc. Develop both a general county letterhead and a standard of how the county logo should be placed on other department letterheads (i.e. as a footer or sidebar)
- 5) Develop a county slogan/tag line which encompasses Genesee County's vision and mission statements.
- 6) Develop a "getting to know us" county packet or brochure for use in grants and presentations or for local businesses, departments and commissioners to use.

- 7) Develop a plan to have a cohesive County wide umbrella brand to hold the existing brands. Steps for the county to take that will make all brands (county and department) stronger and more recognized.

SECTION 6. INFORMATION REQUIRED FROM OFFERORS (PROPOSAL FORMAT)

In order to be deemed responsive, proposals must be submitted in the format outlined below:

RESPONSIVE OFFERS MUST INCLUDE THE FOLLOWING:

- A. One (1) original offer (properly executed with signed Signature Page)
- B. One (1) copy of the offer in Electronic Format
- C. Each offer is to include:
 - 1. Executed Insurance Checklist and a certificate of insurance must be included with submission of proposal.
 - 2. Demonstration of Financial Stability – Provide information that establishes the offeror has the credit and financial stability to assure good faith performance. The most recent, audited, compiled or reviewed financial statements including:
 - a. Cash flow statement
 - b. Balance sheet and
 - c. Income statement
 - 3. Offeror's Statement of all Exceptions to any Terms, Conditions, and Requirements in the RFP.
 - 4. Signed Signature Page: See page 12 of this solicitation.
 - a. Clearly identify the single contact person with title, email address, mailing address and phone number.
 - b. Identify any real or perceived conflicts of interests, inclusive of the prime, sub consultants and key staff members.
 - c. A duly authorized officer, employee or agent of the Consultant must sign the page.
 - 5. Firm Overview and Letter of Interest (4 pages maximum)
 - a. Provide an overview of the firm, including:
 - i. The size of the firm and number of years in business
 - ii. Description of organization (i.e. Corporation, Limited Liability Company, or Joint Venture).
 - iii. Location and size of the of the office at which work will be performed
 - iv. Resources available to perform the services required under this contract.
 - 6. Team, Experience, Qualifications & Past Performance (5 pages maximum)
 - a. Describe the team's experience in providing the services being requested in this RFP, how the firm has provided branding services.
 - b. Identify the team members who will be assigned to this contract (including working titles, degrees, certificates, licenses and technical expertise). Describe the roles and responsibilities of each team member and why each team member is critical to the success of the overall contract.

- c. Include resumes of key team members. Resumes will not be included in the page count for this section and are limited to one single sided page per individual.
 - d. Include a list of at least three (3) recent contracts or projects in the last five years that best characterize your firm’s capability and work quality where key members of the project team provided similar services to those described in this RFP. References shall include a point of contact, contact information (phone and email), and a brief description of the services provided relevant to this contract. Only projects completed by key members of the project team will be considered.
 - e. Sub-Consultants: Include the name and address of any sub consultants that may perform under this contract and what services they provide. Include information about their experience for each staff member assigned to this contract.
7. Creative Process Approach (5 pages maximum)
- a. Describe the team’s approach to performing the services being requested and innovative ideas to enhance the scope of work.
 - b. Define the tasks that will be completed.
 - c. Provide a timeline
8. Cost Proposal
- a. Cost and Price Proposal: a detailed cost proposal to complete the tasks identified in this RFP. Identify estimated hours with normal billing rates for each team member by discipline. Provide a not-to-exceed fee for the entire project. This portion of the proposal must be bound and sealed separately from the remainder of the proposal, electronic file must be a separate file from the proposal.

Task Name/Description			
Staff position	Hours	Contract Rate	Cost/Staff
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
Total Hours and Cost Task 1	0		\$0.00
Time to complete Task 1			

SECTION 7. EVALUATION CRITERIA & SELECTION PROCEDURE

All offers will be evaluated for completeness and current information of submission. Up to five (5) responsible offeror(s) whose offer is determined to be complete and qualified based on the information requirements set forth in this RFP will be interviewed prior to a final determination.

CRITERIA AND DESCRIPTION	POINT VALUE
Financial Stability	10
The Consultant's capacity and ability to provide the County with a <i>detailed branding plan</i> and strategy to include Mission and Vision statements, i.e. slogan/tag line. Consultants shall be able to demonstrate a thorough understanding of the County's needs and services to be provided to fully staff, manage and complete the work.	Written response 15 Interview 15
The experience, technical competence, and qualifications of the Consultant, including each member's specific role and responsibility proposed for this project and their past experience and expertise in facilitating the execution of branding. Creative approach and Timeline	Written response 15 Interview 15
Cost	20
Accuracy, completeness, legibility and coherency of the RFP.	10

Cost Proposal

Refresh the existing county logo			
Staff position	Hours	Contract Rate	Cost/Staff
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
Total Hours and Cost	0		\$0.00
Time to complete Task			
Develop County Logo Block			
Staff position	Hours	Contract Rate	Cost/Staff
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
Total Hours and Cost	0		\$0.00
Time to complete Task			
Create Brand Guidelines			
Staff position	Hours	Contract Rate	Cost/Staff
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
Total Hours and Cost	0		\$0.00
Time to complete Task			
Develop County Templates			
Staff position	Hours	Contract Rate	Cost/Staff
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
Total Hours and Cost	0		\$0.00
Time to complete Task			
Develop County Slogan/Tag line			
Staff position	Hours	Contract Rate	Cost/Staff
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
Total Hours and Cost	0		\$0.00
Time to complete Task			
Getting to know us county packet			
Staff position	Hours	Contract Rate	Cost/Staff
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
Total Hours and Cost	0		\$0.00
Time to complete Task			
Plan for County wide umbrella brand			
Staff position	Hours	Contract Rate	Cost/Staff
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
Total Hours and Cost	0		\$0.00
Time to complete Task			

Total Cost not to exceed	\$0.00
Time to complete entire project	

SIGNATURE PAGE
GENESEE COUNTY RFP #18-149

ESTABLISH A COUNTY WIDE BRAND FOR GENESEE COUNTY

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential offerors for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda _____ issued as part of the RFP:

Conflict of Interest:

____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

OR

____ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

Exceptions to Solicitation and/or Standard Contract: NO _____ YES _____ (include attached statement)

Name (typed): _____

Signature: _____ Title: _____

Company: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

Date: _____

Contact Person of company representative for matters regarding this RFP

CONTACT NAME POSITION

E-MAIL

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

RFP 18-149 – Establishment of a County Wide Brand

Coverage Required

Limits (Figures denote minimums)

<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 1,000,000 BI & PD and PI

8 Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

9. Other insurance required: Environmental Impairment Liability - \$1,000,000 limit

10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

11. The certificate must state bid number and title

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

The above required policies carry the following deductibles:

Liability policies are **occurrence** **claims made**

Insurance Agent

Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Contractor

Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

ATTACHMENT 2 - PROPOSED CONTRACT
Professional Services Contract
ESTABLISH A COUNTY WIDE BRAND FOR GENESEE COUNTY

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **[Contractor Name]**, a **[State] [Entity Type]**, whose principal place of business is located at **[Contractor Address]** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Agreement and Authority

This Agreement is entered into pursuant to RFP # 18-149 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Contract commences on **October 2018** and shall be effective through **September 2021** (the "Initial Term").

2.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

3. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

4. Compensation

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$_____. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Josh Freeman** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

- 13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.
- 13.2 For the purposes of this Paragraph, “identifying information” means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver’s license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

14.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor’s agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

14.2 Indemnification

The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor’s performance of the Services or presence on the County’s property or worksite.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

- 16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract

and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

CONTRACTOR NAME

COUNTY OF GENESEE

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Mark Young, Chairperson
Board of County Commissioners

Date: _____

Date: _____

DRAFT

EXHIBIT A
Description of the Services

We are requesting proposals for a plan and deliverables to establish a county wide brand for Genesee County. It should be noted that Genesee County is comprised of more than 30 departments and commissions. Some departments have their own established brands and the County wide brand needs to be developed as the umbrella brand to hold those existing brands with the intention of brand cohesion and support to make all brands (county and department) stronger and more recognized. Services to be provided include but are not limited to:

1. We are in need of a proposal that would include refreshing the existing county logo. The logo should be easily used in multiple channels including print, digital, out of home, shirts/uniforms, signage, buildings, etc. We are looking for a clean logo that reflects the existing but is refreshed to meet modern standards. (this language only applies if the intention is to update the county logo)
2. Development of a county logo block that will be used on all county department's vehicles, signage, brochures, email signatures, etc. The logo block will include the County logo with some language that implies the service or department is part of Genesee County. It could also be similar to affiliate text or some other solution. This logo block would be an accompanying block on existing department materials to compliment and support those other departments.
3. Create a brand guidelines documents: As part of the branding project we need to establish and create branding guidelines. These guidelines should include rules on logo variations (i.e. full color, one color, reverse color, logo block for departments etc.), title fonts, subheading fonts, body text fonts, branded colors and color codes, any other typography suggestions and any other branded textures, graphics, etc. that are suggested to use in branded materials.
 - a. Brand guidelines will be used internally and with designers for future marketing and advertising, and a media packet.
4. Develop county templates for letterhead, business cards, Power Point slides, etc. Develop both a general county letterhead and a standard of how the county logo should be placed on other department letterheads (i.e. as a footer or sidebar)
5. Develop a county slogan/tag line which encompasses Genesee County's vision and mission statements.
6. Develop a "getting to know us" county packet or brochure for use in grants and presentations or for local businesses, departments and commissioners to use.
7. Develop a plan to have a cohesive County wide umbrella brand to hold the existing brands. Steps for the county to take that will make all brands (county and department) stronger and more recognized.

EXHIBIT B
Insurance Checklist

PROFESSIONAL SERVICES CONTRACT FOR: RFP 18-149 – Establishment of a County Wide Brand

Coverage Required

Limits (Figures denote minimums)

<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 1,000,000 BI & PD and PI

8 Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

9. Other insurance required: Environmental Impairment Liability - \$1,000,000 limit

10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

11. The certificate must state bid number and title

DRAFT