March 5, 2020

GENESEE COUNTY REQUEST FOR PROPOSALS #20-215

Sealed proposals will be received until 3:00 p.m. (EDT), Thursday, April 2, 2020 at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for Website Redesign and Hosting as requested by Genesee County IT Department.

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.

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:

<table>
<thead>
<tr>
<th>DUE DATE:</th>
<th>3:00 PM (EDT), Thursday, April 2, 2020</th>
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<tbody>
<tr>
<td>DUE DATE FOR QUESTIONS</td>
<td>Friday, March 20, 2020 before 5:00 PM (EDT)</td>
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<tr>
<td>PROPOSAL REQUEST NUMBER</td>
<td>#20-215</td>
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Derrick Jones, Purchasing Administrator

bid2\2020\20-215
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
www.gc4me.com
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SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until 3:00 p.m. (EDT), Thursday, April 2, 2020, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. 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 OR E-MAIL WILL NOT BE ACCEPTED.

2. Submit one (1) original, one (1) paper copy and one (1) 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 proposal response must consist of one copy in electronic format 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.

3. Michigan Inter-governmental Trade Network – an alternate review of RFP can be done at https://www.bidnetdirect.com/mitn under the proposal’s number and title. • Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) and will post their bid opportunities to this site. As a vendor, you can register with Michigan Inter-governmental Trade Network 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 RFQs 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, any modifications, clarifications, amendments, questions, responses or any 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 proposers 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 proposer to obtain addenda and other information issued at any time related to this RFP.

6. After the award is made to the successful proposer, the County and the successful proposer will negotiate final terms that substantially conforms. Any exceptions to
the terms and conditions of this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract (See exhibit A) or RFP unless those changes are requested in your proposal. If your company requires that the County execute one of your company’s agreement, the agreement must be included in your submission. The agreement will be subject approval from the County Risk Management Department and Corporate Counsel.

7. 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 indemnify 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.

8. Preference for Genesee County Businesses and Veteran-Owned Businesses: Unless the funding source for the contract prohibits such preferences, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.

9. Proposal Format: Proposals must be submitted in the format outlined in Section 8. INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

10. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.

SECTION 2 - STANDARD TERMS & CONDITIONS

1. Review Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link.  
   http://www.gc4me.com/Std%20T%20C%20SECTION%202016.pdf

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from interested vendors to design and host the County’s website.

2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Information Technology (GCIT). The contact person is Derrick Jones, Purchasing Administrator, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, and djones@co.genesee.mi.us. Email is the preferred method of contact.
3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than, **Friday, March 20, 2020 before 5:00 p.m. (EDT),** to the Genesee County Purchasing Department as listed above. 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 proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.

5. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 8 INFORMATION REQUIRED FROM PROPOSERS. In addition, at least one of the paper proposals must be signed with an original signature of the official authorized to bind the proposer to its provisions.

6. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer 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 proposer wishes to designate any portion of their submission as “confidential” or “proprietary,” the proposer 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.

8. **Statement of Exceptions:** The proposer 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 proposer 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. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.

11. **Right to Reject:** Genesee County reserves the right to reject any and all bids.
received in response to this RFP.

12. **Errors, Omissions, and Discrepancies**: If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting a proposal or it shall be waived.

13. **Best and Final Offers**: Discussions may be undertaken with those proposers whose proposal has been determined to be reasonably susceptible of being selected for award. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their bids for the purpose of obtaining best and final offers.

14. **Non-Assignability**: The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.

15. **Independent Contractor**: It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel and employees perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose and liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.

16. **Termination for Misrepresentation**: If the successful proposer receives a contract and is subsequently found to have misrepresented and information in its bid and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.

17. **Acceptable Deviations**: The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.

18. **News Release**: News releases pertaining to this ITB or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No information regarding the procurement and services shall be released without prior approval of the contract administrator.

**SECTION 4 - QUALIFICATIONS OF PROPOSERS**

In order to qualify for submitting a proposal, a proposer shall have the capability in all respects to perform the contract 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 contractual requirements.

At a minimum, prospective proposers shall meet the following requirements for
submission of a proposal:

1. Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.

2. The proposer must have at least five (5) years of previous direct experience in the provision of the required services referenced in this solicitation.

3. Services provided/worked performed by the proposer for clients identified as references must be described as superior or better by the proposer’s references.

4. The proposer’s personnel and management to be utilized in the services required shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the work.

5. Willingness to supply information requested by the COUNTY concerning a determination of its responsibility. If the proposer fails to supply any requested information, the COUNTY will base its determination of responsibility upon any available information, or may find the proposer non-responsive if such failure is unreasonable.

If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County may not consider its offer for contract award.

SECTION 5 – INTRODUCTION & PURPOSE

Genesee County is the 5th largest County in Michigan serving over 400,000 residents. Genesee County Information Technology (GCIT) provides services to our residents and over 1,400 employees (approximately 960 full time, 440 part time/temp) in 24 departments. Genesee County is located in the I-69 International Trade Corridor, a major distribution route with interstate access to Detroit, Chicago and Canada-to-Mexico connections, along with Bishop International Airport and rail service. The county’s location and diverse activities offers low cost-of-living as well as numerous cultural amenities. Many economic opportunities exist for assembly and manufacturing industries as well as food production, high-technology and research enterprises.

Genesee County is seeking proposals from highly qualified, experienced website development companies to influence, design, develop and implement its public-facing website. We are seeking a hosted solution for our website. The preferred strategic partner should have experience in managing local government website design projects, with expertise in best practices regarding:

- Website Design
- Website Hosting
- Website Security
- User experience/Usability
- Information Architecture
- Content Management, Testing and Deployment
- ADA compliance
• Disaster Recovery
• e-Commerce Integration
• Social Media Integration
• Search Engine Optimization
• Responsive design and Mobile Readiness

SECTION 6 - SCOPE OF SERVICES

Genesee County is actively seeking a partner with expertise in public sector to assist in the development, deployment and hosting of our website(s). The selected provider will make recommendations and provide data that will allow us to make informed decisions that result in positive outcomes for all website visitors. The solution should:

• Represent our community for residents, visitors, businesses, departments and elected officials
• Represent the Genesee County brand
• Showcase our community in a way that highlights the advantages of working and living in the County
• Meet the needs of all users by providing 24x7x365 access to information and services
• Focus on providing content that is useful, interactive and engaging
• Provide a positive user experience that drives utilization and frequent visitation
• Provide a one stop portal for all things Genesee County
• Provide relevant and timely content
• Provide a responsive design
• Promote local government transparency
• Provide a showcase for County information, resources and services
• Be adaptable to the changing needs of our community
• Be ADA Compliant to current recognized standards

Target Audience
Audiences served by the website are residents, potential residents, current and potential businesses, elected and appointed officials, local and national media, land owners and developers.

Website Objectives - The proposed solution must address these objectives;

• **Website Effectiveness** – creation of an interactive, inviting and engaging site that allows our citizens, visitors and business partner’s easy and reliable access to information on any browser-based platform (mobile device optimized).
• **Website Design** – A focus on using simple, low text designs, featuring a search function and prioritizing accessibility and mobility. The site creation should include responsive templates, fluid grids, navigation redesign, taxonomy, site map, and image adjustments. Genesee County should have the ability to adjust or modify responsive views on individual pages or templates.
• **Website Reporting** – This reporting solution must provide performance and utilization information that allows Genesee County to understand who is using the information and services and how they are connecting. A broken link review is a required report.
• **Simplified Administration and Content Editing**
  - Prefer a fully hosted by vendor system requiring minimal administration and easy content updates allowing users of all skill levels to update assigned sections of the website.
  - Content Update Strategy – Solution must include the strategy for effectively keeping the website fresh with relevant and timely content.
  - Content Organization – The CMS should enable content editors to quickly establish a folder structure and manage content effectively.

• **Browser Support** – The new website should support mobile and desktop versions of Apple Safari, Google Chrome, Microsoft Internet Explorer and Edge, and Mozilla Firefox. The site should support all versions of the browsers that have been released within the last 5 years.

• **Site Performance and Stability** – The website should have a Service Level Agreement that assures availability of > 99.99%, average page response of < 2 seconds and < 15-minute recovery from any outage including disaster.

• **Accessibility** – The website must meet all current ADA requirements and the selected partner must demonstrate the ability to maintain compliance over time.

**Security Objectives** – An unprotected website is a potential security risk; therefore, the proposed solution must address these Security objectives;

- Utilize multi-factor authentication for all administrative and content activities.
- Periodically penetration test the website and make results available to Genesee County.
- Provide proof of endpoint protection on all servers involved in hosted solution
- Provide proof that the solution follows the OWASP Security Knowledge Framework and that the site is protected against the OWASP Top 10 Application Vulnerabilities.
- All supporting software and tools must apply critical security updates within 48 hours of release and non-critical updates within 30 days of release.
- DDoS Mitigation – The hosted solution should protect the website against Distributed Denial of Service (DDoS) and other cyberattacks, and should be able to detect and mitigate malicious traffic within seconds.
- An SSL certificate must be applied to the website.
- Provide a high availability design and disaster recovery.

**Content Management System Objectives**
The selected vendor’s content management system (CMS) should be a web-based application that functions as both the platform for development and the tool by which administrators and contributors update the website. The CMS should be intuitive, flexible, and stable through an established information architecture and hosting environment.
The preferred CMS should provide some of the following features, (not all are required);

- Permission based access control
- Emergency alert – banner or homepage function
- Administrative dashboard
- Spell check
- Automated sitemap
• Content expiration
• Content previews
• Hyperlinking
• Social media integration
• Simple workflows
• Contact us form
• Document storage
• Versioning
• Ability to allow for plug-in applications or integrations
• API’s, import and export

SECTION 7 – INSURANCE

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 indemnify 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.

SECTION 8 – INFORMATION REQUIRED FROM PROPOSERS
(PROPOSAL FORMAT)

1. NON-RESPONSIVE PROPOSALS
Proposals may be judged non-responsive and removed from further consideration if any of the following occur:
   A. The proposal is not received in a timely manner in accordance with the terms of this RFP
   B. The proposal does not follow the specified format as presented in this Section (8)
   C. The proposal is not adequate to allow a judgment by the reviewers

2. RESPONSIVE PROPOSALS MUST INCLUDE AND/OR COMPLY WITH THE FOLLOWING:
   A. Signed Signature Page: See page 14 of this solicitation
   B. Executed Insurance Checklist: See page 16 of this solicitation
   C. References: See page 15 of this solicitation. Prior experience with similar projects is essential for any firm to provide the services required in this solicitation. This section shall consist of a minimum of three (3) references with project descriptions. In addition, contact information for each reference shall be provided with the name, address, phone number and email address. The contacts for each reference must be knowledgeable of the offeror’s performance on the referenced project and the scope of services performed by the proposer.
   D. Cost Proposal Form – See page 13 of this solicitation
E. Completion of the Request for Proposal Response Table – this document is fillable and should be downloaded, completed, and submitted with your bid packet (document is on the webpage under this proposal number).

SECTION 9 - EVALUATION & SELECTION PROCEDURE

The Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers should exercise particular care in reviewing the Proposal Format required in this RFP.

The Evaluation Committee will then review and score each proposal individually based on the evaluation criteria referenced in this RFP. Scores and rankings for each proposal will be compiled to determine the committee recommendations. Based upon the scoring and ranking, the Committee may recommend a short list of proposals that are reasonably likely of being selected for award.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations by finalist(s), to carry out contract negotiations for the purpose of obtaining best and final offers, and/or conduct detailed reference checks on the short-listed proposers. Further, Genesee County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer’s performance on previous projects.

Once the ranking process is complete, the Evaluation Committee will recommend a contract award to the Purchasing Department regarding the apparent successful proposer(s). Upon acceptance, a recommendation will be made to the Genesee County Board of Commissioners for approval. The final recommendation made to the Genesee County Board of Commissioners will be based on review of the final scores.

Subsequent to final selection and award by the Genesee County Board of Commissioners, a contract will be negotiated with the successful proposers. Upon the successful completion of negotiations, contracts will be presented to the Genesee County Board of Commissioners for approval.

SECTION 10 – EVALUATION CRITERIA

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of proposals received. The Contract will be awarded to the proposer who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the evaluation criteria as seen below. Each criterion will be scored based upon the points indicated.

See chart below:
<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Phase 1</th>
<th>Possible Points</th>
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<tbody>
<tr>
<td>A. Compliance with the instructions and completeness of the information</td>
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<td>25</td>
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<td>B. Overall solution design and achievement of stated goals</td>
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<td>60</td>
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<tr>
<td>D. Pricing – the total cost of ownership</td>
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<td><strong>Total Evaluation Points</strong></td>
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<td><strong>100</strong></td>
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COST PROPOSAL FORM

PROJECT: RFP #20-215 Website Redesign and Hosting

Provide detailed pricing information for the proposed solution using the cost tables below:

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<tr>
<th></th>
<th>One-Time Charges</th>
<th>Recurring Charges</th>
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<tbody>
<tr>
<td>Site Creation and Initial Launch</td>
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<td>Site Hosting</td>
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<td>Training</td>
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<td>Site Modifications and Updates</td>
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<tr>
<td>Other Services and Costs (specify)</td>
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<td>Other Services and Costs (specify)</td>
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NAME OF BIDDER: _________________________________________________________
SERVICE ADDRESS: _______________________________________________________
CITY, STATE, ZIP: _______________________________________________________
CONTACT PHONE: _________________________________________________________
CONTACT EMAIL: _________________________________________________________

The undersigned bidder, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following bid:

Vendor will submit worksheets in Microsoft Excel format with all license options to allow the County to manipulate data as we evaluate options and finalize solutions. 1 Worksheet per agreement type. Each license listed individually with unit price. Quantities must be modifiable. Genesee County reserves the right to adjust quantities as we work towards our final solution.
SIGNATURE PAGE - RFP #20-215

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 proposers 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.

_____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
# REFERENCES
List 3 references of similar projects

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<th>Company/Client:</th>
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<td>Dates of Service:</td>
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# GENESEE COUNTY INSURANCE CHECKLIST

**PROFESSIONAL SERVICES CONTRACT FOR:** 20-215 RFP, Website Redesign and Hosting for Genesee County  

<table>
<thead>
<tr>
<th>Coverage Required</th>
<th>Limits (Figures denote minimums)</th>
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<tbody>
<tr>
<td><strong>X</strong> 1. Workers’ Compensation</td>
<td>Statutory limits of Michigan</td>
</tr>
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</table>
| **X** 2. Employers’ Liability | $100,000 accident/disease  
$500,000 policy limit, disease  
Including Premises/operations |
| **X** 3. General Liability | $1,000,000 per occurrence with $2,000,000 aggregate  
Including Products/Completed Operations and  
Contractual Liability |
| **X** 4. Cyber liability | $1,000,000 per occurrence with $2,000,000 aggregate  
Including errors and omissions |
| **____** 5. Medical Malpractice | $200,000 per occurrence $800,000 in aggregate |
| **X** 6. Automobile liability | $1,000,000 combined single limit each accident-  
Owned, Hired, Non-owned |
| **X** 7. Umbrella liability/Excess Coverage | $1,000,000 BI & PD and PI |
| **X** 8. Genesee County named as an additional insured on other than workers’ compensation and cyber liability 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: Commercial Crime Insurance (Dishonesty Bond)/Third Party Fidelity Bond - $2,000,000 limit per  
project/contract aggregate |
| **X** 10. Best’s rating: A VIII or better, or its equivalent (Retention Group Financial Statements) |
| **X** 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.
Exhibit A

Copy of County’s standard contract
PROFESSIONAL SERVICES CONTRACT

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

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       , 2020 and shall be effective through TBD (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

Flat Fee. The total amount paid to the Contractor shall not exceed __________. Payments will be made to the Contractor set at an annual rate, to be paid proportionately on a monthly basis. Upon completion of monthly Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation, no later than the 10th of the month following completion of services. The County will pay the Contractor within thirty (30) days of the County’s acceptance of the invoice and supporting documentation

5. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

6. Contract Administrator

The contract administrator for this Contract is Barbara A. Menear (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.
7. **Warranties**

The Contractor warrants that:

7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

7.4 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.

8. **Suspension of Work**

8.1 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.

8.2 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.

9. **Termination**

9.1 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.
9.2 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.

9.3 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.

9.4 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.

10. 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.

11. 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”.

12. 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.

13. Audit Rights

13.1 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.

13.2 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.

13.3 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.

13.4 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.

14. Identity Theft Prevention

14.1 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.

14.2 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.
15. **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.

15.1 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.

15.2 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.

16. **Independent Contractor**

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

17. **General Provisions**

17.1 Entire Contract

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

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. 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.
17.2 No Assignment

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

17.3 Modification

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

17.4 Binding Effect

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

17.5 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.

17.6 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.

17.7 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.

17.8 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.

17.9 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.
By: ________________________________  By: ________________________________
Name of Contractor Signatory  Martin Cousineau, Chairperson
Title of Contractor Signatory  Board of County Commissioners
Date: ________________________________  Date: ________________________________
EXHIBIT A
Description of the Services
EXHIBIT B
Insurance Checklist
GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: 20-215 RFP, Website Redesign and Hosting for Genesee County

<table>
<thead>
<tr>
<th>Coverage Required</th>
<th>Limits (Figures denote minimums)</th>
</tr>
</thead>
<tbody>
<tr>
<td>X 1. Workers' Compensation</td>
<td>Statutory limits of Michigan</td>
</tr>
<tr>
<td>X 2. Employers' Liability</td>
<td>$100,000 accident/disease</td>
</tr>
<tr>
<td></td>
<td>$500,000 policy limit, disease</td>
</tr>
<tr>
<td>X 3. General Liability</td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate</td>
</tr>
<tr>
<td></td>
<td>Including Products/Completed Operations and Contractual Liability</td>
</tr>
<tr>
<td>X 4. Cyber liability</td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate</td>
</tr>
<tr>
<td></td>
<td>Including errors and omissions</td>
</tr>
<tr>
<td>X 5. Medical Malpractice</td>
<td>$200,000 per occurrence $800,000 in aggregate</td>
</tr>
<tr>
<td>X 6. Automobile liability</td>
<td>$1,000,000 combined single limit each accident-</td>
</tr>
<tr>
<td></td>
<td>Owned, Hired, Non-owned</td>
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RFP #20-215