

# REQUEST FOR PROPOSAL

#7036

## WEBSITE DESIGN, DEVELOPMENT, AND HOSTING SERVICES

FOR

### Washtenaw County Office of Infrastructure Management

Issued By:

Washtenaw County Purchasing  
Administration Building  
220 N. Main Street  
Ann Arbor, MI 48104

Beth A. Duffy, CPPB  
(734) 222-6761



**Proposal Submitted by:**

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*Please type Bidder's Company Name & include as proposal cover*



**WASHTENAW COUNTY  
Finance Department**

**Purchasing Division**

220 N. Main, Ann Arbor, MI 48104  
Phone (734) 222-6760, Fax (734) 222-6764  
[www.purchasing.ewashtenaw.org](http://www.purchasing.ewashtenaw.org)

**RFP #7036**

March 24, 2016

Washtenaw County Purchasing Division on behalf of OIM (Washtenaw County Department) is issuing a sealed RFP #7036 for WEBSITE DESIGN, DEVELOPMENT, AND HOSTING SERVICES. Effective July 1, 2015, the County has a new Local Vendor Preference (LVP) policy. Information is enclosed explaining the criteria as well as the vendor certification and affidavit.

**Sealed Proposals:** Vendor will deliver one (1) **unbound original** and one (1) **bound copy each with the pricing page flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Basement  
Ann Arbor, MI 48104**

**By Thursday, May 5, 2016 @ 3:00PM EST**

ATTENDANCE AT THE **PRE-PROPOSAL WEB CONFERENCE ON 4/6/2016 at 2:00 PM EST** IS NOT MANDATORY. PLEASE E-MAIL [KERRB@EWASHTENAW.ORG](mailto:KERRB@EWASHTENAW.ORG) by 4/5/16 AND DETAILS ON HOW TO PARTICIPATE WILL BE SENT TO YOU. INFORMATION ON ACCESSING OUR CURRENT INTRANET SITE WILL BE GIVEN DURING THE PRE-PROPOSAL WEB CONFERENCE.

**Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.**

- Your proposal submission envelope(s) must be clearly marked *including FedEx & UPS package labels* "**SEALED RFP#7036**"
- Please direct purchasing and procedural questions regarding this RFP to Beth Duffy **via e-mail only** to [duffy@ewashtenaw.org](mailto:duffy@ewashtenaw.org).
- Please direct technical questions regarding this RFP to Dept. contact **via e-mail only** at [kerrb@ewashtenaw.org](mailto:kerrb@ewashtenaw.org).

Thank you for your interest.

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**I. PROPOSAL DEFINITIONS**

**Definitions**

<b>“Bidder”</b>	An individual or business submitting a bid to Washtenaw County
<b>“Contractor/Vendor”</b>	One who contracts to perform services in accordance with a contract
<b>“County”</b>	Washtenaw County in Michigan
<b>“Department”</b>	Office of Infrastructure Management

**II. TERMS**

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, Addenda will be provided. All clarifications and RFP revisions will be documented in Addenda. Only questions and answers documented an Addendum shall be binding. Any Addendum to this RFP will be issued in writing; no oral statements, explanations, or commitments shall be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions.

E. Proposals should be prepared simply and economically providing a straightforward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP in compliance with the Submittal Requirements identified in this RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

F. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor’s knowledge, there exists no actual or potential conflict between contractor

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and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

G. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

H. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

I. **Local Vendor Preference** – A policy adopted by the Washtenaw County Board of Commissioners (BOC) that shall govern the procurement of goods, services and food from local vendors located in Washtenaw County and the State of Michigan. The intent of the BOC is to encourage and promote economic growth and regional job development. The policy shall be applied to Washtenaw County operated programs as allowed, except those that are federally funded directly or indirectly. All other Procurement Policies and Procedures remain in full effect. Please see "**Local Vendor Certification Application & Affidavit**" enclosed in this RFP.

**III. RFP INTRODUCTION AND BACKGROUND**

- A. **Introduction:** This Request for Proposals (RFP) is intended to solicit proposals from bidders capable of satisfying Washtenaw County's needs for the redesign of the County's public-facing (public website) and employee-only (intranet website) websites, upgrading or replacing the County's content management system, and hosting externally or providing a detailed plan for supporting a system hosted by the County. Bidder's responses will be evaluated and ranked based on the criteria described in this RFP. If a system is available that meets the County's needs, the County may then enter into contract discussions with the selected bidder. In addition to soliciting written responses, this document provides information to assist bidders in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:
- a. Provides information essential to soliciting meaningful recommendations and realistic commitments from the bidders;
  - b. Specifies the desired format and content of proposals in response to this RFP;
  - c. Outlines the County's evaluation and selection procedures;
  - d. Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
  - e. Establishes a performance standard for the selected bidder.

This RFP and the selected proposal in response to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term "vendor" and "bidder" are considered to have the same meaning.

- B. **About Washtenaw County:** Washtenaw County is located in southeast Michigan, covering an area of 720 square miles. Its 27 cities, villages and townships are home to about 354,000 citizens in urban, suburban, and rural settings. This mix of different settings provides many opportunities for education, recreation, business, agricultural, and home life. The two largest cities are Ann Arbor and Ypsilanti, homes to two large universities - the University of Michigan in Ann Arbor and Eastern Michigan University in Ypsilanti.

The County government is responsible for providing a wide array of governmental services for its citizens including building inspections, planning and community development, economic development, parks and recreation, libraries/culture, police and fire services, emergency medical services, courts, and health and social services.

The public website at <http://www.ewashtenaw.org> was last redesigned in 2007. Browser advances, social media, and the move to mobile devices are the impetus behind the County's desire to make the site mobile friendly and more social media aware. Please see **Attachment A** for Google analytics data on web traffic. The website's 3000 pages are maintained by approximately 100 departmental editors. The newly designed website will also incorporate the sites currently separately maintained by the Washtenaw County Trial Court (<http://washtenawtrialcourt.org/>) and 14A District Court (<http://www.14adistrictcourt.org/>). The intranet website uses the same content management system as the public site and access is limited to current employees and

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retirees. Access to the site is controlled via active directory for employees and via a database for retirees.

The County’s current website is self-hosted on Linux servers using the Plone content management system. Due to cuts in personnel, and a desire for site continuation in case of a natural or manmade disaster, the County no longer wishes to host the site themselves. The County has put a lot of time into developing its content management system and training web editors, but is open to either continuing on Plone or moving to a new content management system that will meet or exceed the current functionality. A list of desired functionality is included in **Attachment B**.

- C. **Project Objectives:** The objectives of this project include:
  - a. An updated, mobile device friendly design for the County’s website at <http://ewashtenaw.org>;
  - b. An updated, mobile device friendly design for the County’s intranet site;
  - c. The implementation of a new content management system or an update to the most current version of Plone;
  - d. Content migration from the old public site to the new public site (including both court sites);
  - e. Content migration from the old intranet site to the new intranet site;
  - f. Training for the County’s 100+ departmental content providers;
  - g. A plan for offsite hosting of the websites; and,
  - h. Ongoing maintenance and operations support.
  
- D. **No Obligation:** The inquiry made through this RFP implies no obligation on the part of the County to award a contract or complete any specific project. The County reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the County.
  
- E. **RFP Schedule of Events:** The following RFP Schedule of Events represents the best estimate of the schedule the County will follow. The County has performed extensive planning work and intends to meet the dates set forth below. Bidders are encouraged to hold the demonstration dates listed.

**Table 01: RFP Schedule of Events**

Event	Event Estimated Date
Request for Proposals Published	March 24, 2016
Pre-Proposal Vendor Teleconference	April 6, 2016
Deadline for Questions From Vendors	April 25, 2016
Final Addendum for Questions Published	April 29, 2015
Deadline for Proposal Submissions	May 5, 2016
Short List Vendors notified	May 16, 2016
Vendor Interviews and Demonstrations	June 6 – June 17, 2016
Begin Contract Negotiations	June 28, 2016

- F. **Pre-Qualification of Vendors:** The County does not employ a pre-qualification process. No Bidders are either pre-qualified or precluded from responding to this RFP.

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- G. **Minimum Qualifications:** In order for Proposals to be evaluated and considered for award, Proposals must be deemed responsive, and shall conform in all material respects to the requirements stated by the RFP. Bidders must document and validate their capability to fully perform all requirements defined by the RFP. Factors to be considered include, but may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.
- H. **Partnerships:** Bidders are encouraged to establish partnerships to fully provide all requirements defined by the RFP. Vendors engaged in a partnership shall submit a single Proposal in response to this RFP. Partnerships shall be clearly defined by Proposal responses. Such definition shall identify the entity in the partnership deemed to be the Prime Vendor. It is expected that any item in the Proposal response guidelines that relates to an individual Bidder's capabilities shall be responded to for each Vendor in the partnership.

### IV. SPECIAL REQUIREMENTS/TERMS AND CONDITIONS

- A. **Contract Type:** The resulting contract from this RFP shall be a not-to-exceed based contract. The initial contract price will be based on prices submitted by the Selected Vendor, subject to contract negotiations with the County, and remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. The County must be notified in a timely manner of all proposed price increases.
- B. **Contract Approval:** This RFP does not, by itself, obligate the County to award a contract. The County's obligation will commence following the County Board's approval of a contract. Upon written notice to the Vendor, the County may set a different starting date for the contract. The County will not be responsible for any work done by the Vendor, even work done in good faith, if it occurs prior to the execution of the contract by both parties.
- C. **Taxes and Taxpayer Information:** The awarded Vendor must provide a valid W-9 form within five (5) days of notification of award. The County is exempt from paying local, state, or federal taxes.
- D. **Bidder's Certification:** By signature on the Proposal, the Bidder certifies that it complies with:
- a. The laws of the State of Michigan and is licensed to conduct business in the State of Michigan;
  - b. All applicable local, state and federal laws, codes and regulations;
  - c. All terms, conditions, and requirements set forth in this RFP;
  - d. A condition that the Proposal submitted was independently arrived at, without collusion; and,
  - e. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

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If any Bidder fails to comply with the provisions stated in this paragraph, the County reserves the right to reject the Proposal, terminate the contract, or consider the Bidder in default.

- E. Offer Held Firm:** Proposals must remain open and valid for at least 270 days from the deadline specified for submission of Proposals. In the event award is not made within 270 days, the County will send a written request to all Bidders deemed susceptible for award asking Bidders to hold their price firm for a longer specified period of time.
- F. Amendment/Withdrawal of Proposals:** Bidders may amend or withdraw Proposals prior to the deadline set for receipt of Proposals. No amendments will be accepted after the deadline unless they are in response to a request of the County. After the submittal deadline, Bidder may not modify, withdraw or cancel their Proposals for a minimum of ninety (90) days following the date. Bidders may make a written request to withdraw Proposals and provide evidence that a substantial mistake has been made. The Purchasing Department may permit withdrawal of the Proposal upon verifying that a substantial mistake has been made, and the County may retain the Bidder's bid bond or other bid type of bid security, if one was required.
- G. Alternate Proposals:** Bidders may not submit alternate Proposals for evaluation.

## V. AWARD

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

- A. Evaluation Process:** The County's Evaluation Committee will initially review and evaluate each Proposal received to determine the Bidder's ability to meet the requirements of the County. The evaluation criteria described in Section 5(B) will be the basis for evaluation.

The Evaluation Committee will determine the Bidders best suited to meet the needs of the County based on the scoring of the evaluation criteria. These Bidders will form the "Bidder Short List."

The County, at its sole discretion, reserves the right to have system demonstrations with those Bidders on the Bidders Short List, or any other Bidders. Demonstrations will be conducted at County offices or via web conferencing. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration.

It is the County's wish to have access to vendors' "sandboxes" or demo sites, in order to enable staff to do simple use case and usability testing during the interview and presentation period.

The County may request additional information or clarification of Proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth above.

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**B. Evaluation Criteria:** The Evaluation Criteria in the following table the basis by which each Proposal will be evaluated, measured, and ranked. The County hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria.

**Table 03: Evaluation Criteria**

<b>Criteria</b>	<b>Description</b>	<b>Weight</b>
Functionality*	This criterion considers the ability of the proposed software to meet the County’s functionality needs.	50%
Approach*	This criterion considers the Bidder’s understanding of the scope of work and the quality and clarity of the Bidder’s written methodology and description of the proposed approach to accomplish the work. This criterion also considers the Bidder’s approach to training and support.	15%
Experience*	This criterion considers the Bidder’s experience in providing the services solicited by this RFP as set forth in the Bidder’s response.	20%
Cost	This criterion considers the price of the services solicited by this RFP. Bidders will be evaluated on their pricing scheme as well as on their price in comparison to the other Bidders.	15%

\*Final scoring for these criteria may be adjusted for Short Listed Vendors based on the results of the demonstrations, reference calls, site visits, or supplemental information requests.

**C. Negotiations and Contract Execution:** The County reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the County and the Contractor(s) are unable to agree upon all contract provisions, the County reserves the right to cease negotiations, and select another Vendor, or to reject all Proposals.

**D. Contracting Ethics:**

- a. No elected official or employees of the County who exercise any responsibility in the review, approval, or implementation of the Proposal shall participate in any decision which affects his or her direct or indirect financial interests.
- b. It is a breach of ethical standards for any person to offer, give, or agree to give any County employee or Board person, or for any County employee or Board person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.
- c. The Vendor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the County.
- d. The Vendor shall not accept any private client or Project that may place it in ethical conflict during its representation of the County.

**VI. SUBMITTAL RESPONSE FORMAT**

**A. Submittal Organization Guidelines**

Proposals must be ordered, presented and labeled using the outline below. Failure to follow the specified format, to label the responses correctly, or to address all fifteen (15) sections of the outline below may result in the rejection of the proposal. Any information not meeting these criteria will be deemed extraneous and will not be factored into the evaluation.

<b>Proposal Tab No.</b>	<b>Technical Proposal Section</b>	<b>Sec. No.</b>
<b>Tab 1</b>	Transmittal Letter and Executive Summary	B
<b>Tab 2</b>	Company Background and History	C
<b>Tab 3</b>	References	D
<b>Tab 4</b>	Website Design Philosophy	E
<b>Tab 5</b>	Content Management System (CMS)	F
<b>Tab 6</b>	Functional Requirements Response	G
<b>Tab 7</b>	Project Timeline and Deliverables	H
<b>Tab 8</b>	Hosting Services	I
<b>Tab 9</b>	Security, Backup and Disaster Recovery Processes and Procedures	J
<b>Tab 10</b>	Content Migration Plan	K
<b>Tab 11</b>	Training	L
<b>Tab 12</b>	Software Updates and Versioning	M
<b>Tab 13</b>	Customer Service	N
<b>Tab 14</b>	Service Agreement	O
<b>Tab 15</b>	Pricing Worksheet	P

**B. Transmittal Letter and Executive Summary**

The first tab of the Proposal should contain the Transmittal Letter and Executive Summary. The Transmittal Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

The Transmittal Letter must provide the Bidder's primary contact information, including the following:

- a. Name of the Bidder representative
- b. Title

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- c. Name of company
- d. Address
- e. Telephone number
- f. E-mail address, and
- g. Signature of authorized officer of the firm

The Transmittal Letter shall be printed on the Bidder’s letterhead.

A signature on the Transmittal Letter hereby provides the County acknowledgement and acceptance of the “Conditions” and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a Proposal in response to this solicitation, a Bidder shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

The Executive Summary should provide a brief summary of the Proposal contents, emphasizing any unique aspects or strengths of the Proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

Tab 1 should not exceed four pages.

**C. Company Background and History:** The second tab of the Proposal should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section VII, Scope of Work. The following points should be addressed in the third tab of the Proposal.

- a. The following table should be completed in full and included in this tab:

**Table 06: Company Background and History Metrics**

Metric	Response
Total number of employees	
Total number of active clients	
Total number of active government clients	
Total number of active County government clients	
Total number of completed implementations of website migrations	
Total number of active government clients using the proposed CMS and hosting service	
Total years offering CMS and hosting services	

- b. Information on Bidder’s Office locations
- c. Type and number of employees committed to the product and support being proposed

If a partnership with third-party companies is a part of a Proposal, the company background and history shall be provided for all third-party companies. It is expected that all of the points above shall be addressed for each company involved in a Proposal, prime or third-party.

**D. References**

Please provide three (3) references, from similar clients, who have launched their website in the past 24 months and are currently using the vendor’s hosting services. For each reference, please provide the following information:

1. Entity name;
2. Website “hard” launch date;
3. Website URL;
4. Client contact information (name, title, phone, and email); and,
5. Services provided and pages migrated.

**E. Website Design Philosophy**

Describe your website design philosophy and the approach you will take in the design of both the public facing and the intranet sites. Please include your approach to departmental home pages on the public site with departmental branding and news and any costs that may be associated with each departmental page, if any. Additionally, the County would like information on sub sites for special projects. Can a template type site with a new URL easily be added for a special project? How does this affect hosting? Please describe your approach for keeping website functionality up to date with future trends.

**F. Content Management System (CMS)**

At minimum, please describe:

- a. The origin of the CMS (built off existing platform or vendor-built);
- b. Some of the key features of the CMS;
- c. How localization is supported;
- d. Search – is site search built into the CMS or is a Google custom search used;
- e. Type of software documentation to be provided, e.g. manuals, knowledge base or community forums?; and,
- f. Whether the vendor will be able to provide a demo or sandbox site to enable usability testing by County staff during the interview and presentation period for this RFP.

**G. Functional Requirements Response**

Include the functional requirements from Attachment B.

**H. Project Timelines and Deliverables**

Please provide:

- a. Description of the vendor’s implementation methodology and approach;
- b. Project schedule that includes all tasks, deliverables, milestones, and resources (both vendor and County staff required) during each phase of implementation; and,
- c. Typical project team structure and qualifications proposed by the vendor for all phases of the project.

**I. Hosting Services**

Please describe the proposed hosting services and associated ongoing service level commitments that ensure a high performing and availability website.

**J. Security, Backup and Disaster Recovery Processes and Procedures**

Please describe security, backup, version control, restore points and disaster recovery processes and procedures.

**K. Content Migration Plan**

Please describe your methodology for migrating content from our current sites to the new ones.

**L. Training**

Please describe your training plan and timeline. Be sure to address current and future training of both current and future employees of the County.

**M. Software Updates and Versioning**

Please describe vendor's strategy for keeping the software and server(s) current with changing technology, including both client browser and OS changes as well as server OS changes.

**N. Customer Service**

Please describe ongoing support processes, procedures and methods. At a minimum, the description should identify hours of support, methods to access support, after-hours support, response time commitments, and escalation procedures.

**O. Service Agreement**

The fourteenth tab of the Proposal should include any exception the Bidder takes to the Terms and Conditions set forth in this RFP, including applicable Terms and Conditions provided in the sample Contract included in section VII. Bidder should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The Bidder will describe exceptions to the RFP and identify their impact to the County, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The County reserves the right to disallow exceptions at its sole discretion. Any and all exceptions to any provision, term or condition of this RFP must be identified and fully explained in the submitted Proposal.

**P. Pricing Worksheet**

The County is seeking a clear and comprehensive understanding of all costs associated with the planning, design, development, implementation, hosting, and ongoing maintenance of the proposed website and CMS software. A pricing worksheet has been included in **Attachment C**. Please complete both tabs.

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Unless explicitly stated otherwise, it will be assumed by the County that the following items are included in the vendor's proposed pricing: software licensing, hardware, any 3rd party solutions, ongoing support and maintenance, and travel expenses.

**VII. SAMPLE STANDARD PROVISIONS FOR CONTRACTS**

*If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:*

**MASTER SERVICE CONTRACT CR \_\_\_\_\_**

**(NAME OF CONTRACTOR)**

THIS MASTER SERVICE CONTRACT (the "AGREEMENT") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and **(NAME OF CONTRACTOR)** located at **(CONTRACTOR'S ADDRESS)** ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

**ARTICLE I - SCOPE OF SERVICES**

A. County desires to retain Contractor as an independent contractor to provide certain services and/or to develop products under the conditions set forth in this Agreement, and Contractor desires to provide those services and/or products.

B. For each project under this Agreement ("Project"), County and the Contractor will collaborate on a written statement of work ("SOW") which shall be attached to this Agreement and shall contain a description of one or more of the following, as applicable:

- (1) the functional specifications ("Specifications") for the computer software or any other product(s) to be created and delivered by Contractor ("Products");
- (2) the services to be provided by Contractor ("Services");
- (3) any and all documents, summaries, reports, analysis, studies or other written materials to be created and/or delivered by Contractor ("Written Materials");

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(4) a Project Plan, which shall include milestone and completion dates for each Product and/or Service;

(5) the amount and timing of fees and expenses to be paid by County to Contractor for each Product, Service and/or Written Materials; and

(6) data, information, and materials to be provided by County to Contractor as necessary for Contractor to complete each Product, Service and/or Written Materials.

As applicable, Products, Services and Written Materials shall be collectively referred to as “Deliverables.”

C. During any Project, County may revise the Deliverables, or the time frames associated with them. If County elects to make revisions, the parties will either reach agreement on the new fees, time frames and Deliverables, or continue under the original applicable SOW. All changes to the SOW and/or the Deliverables must be done in writing and signed by both the County and the Contractor.

D. After Contractor has provided County with notice that a Deliverable has been completed, County shall have a reasonable agreed-to time to review and/or test such Deliverable to ensure that it conforms to its applicable Specifications or descriptions of the SOW (the “Testing Period”). The Deliverable shall be deemed accepted at the expiration of the Testing Period unless County provides Contractor with written notice that the Deliverable fails to conform to its applicable Specifications or description. In which case, Contractor shall be given a reasonable time, but in no event longer than ten (10) days, to correct such non-conformance and re-submit the Deliverable to County for re-testing. If after re-testing County determines in its sole, reasonable, discretion that the Deliverable still does not conform to its applicable Specifications or description, then County may either: (1) allow Contractor an additional ten (10) days to correct the non-conformance(s), in which case the same re-testing activities and County remedies will apply; (2) accept the Deliverable with the non-conformances and receive an agreed upon equitable adjustment to the fees charged County under the SOW; or (3) reject the Deliverable and receive a full refund of all fees paid for the Deliverable.

### ARTICLE II - COMPENSATION

Contractor shall invoice County for Deliverables, and be paid by County, in accordance with the terms of the applicable SOW. County shall be responsible for paying all sales, use, excise and other taxes relating to its purchase and use of Deliverables, except for those taxes based on Contractor’s income, or which are Contractor’s responsibility as an employer.

### ARTICLE III - REPORTING OF CONTRACTOR

Unless otherwise set forth in a SOW:

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A. The Contractor is to report to Director of Support Services Technology & Operations and/or his designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

B. All reports, estimates, memoranda and Written Materials submitted by the Contractor must be dated, refer to this Agreement by title and date, and bear the Contractor's name.

C. All reports made in connection with any Deliverables are subject to review and final approval by the County Administrator.

D. The County may review and inspect the Contractor's activities during the term of this Agreement.

E. Upon completion of each Project and otherwise when applicable, the Contractor will submit a final, written report to the County Administrator.

F. After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This Agreement shall become effective on the date set forth above and shall continue for a period of three (3) years, unless terminated in accordance with the provisions of this Agreement. Notwithstanding the foregoing, this Agreement shall remain in effect for so long as Contractor is providing Deliverables under a SOW.

ARTICLE V - PERSONNEL

A. Unless expressly permitted in a SOW, Contractor may not use subcontractors to provide Deliverables to County.

B. Contractor acknowledges that the relationships between County and its employees are valuable assets of County. During the term of the parties' business relationship and for a period of one (1) year thereafter, Contractor agrees not to (1) hire, use, or contract with (or to solicit for hire, use or to contract with) any individual(s) employed by County, or former employees of County who left their employment at County within ninety (90) days after the termination or expiration of this Agreement (collectively, "Staff"); and/or (2) contact Staff (or have someone else contact Staff) for the purpose of terminating their relationship with County or offering employment opportunities outside of County.

C. The relationship between County and Contractor is that of independent contract. Nothing in this Agreement shall be construed as creating a relationship between County and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.

D. Contractor will be responsible for any personnel it may assign to provide Deliverables to County. Personnel furnished by Contractor shall be and will remain Contractor's employees, and under no circumstances are they to be considered County's employees or agents.

E. The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

#### ARTICLE VI-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

#### ARTICLE VII - INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of Deliverables in connection with this Agreement resulting in whole or in part from negligent acts or omissions of

**BID #7036 Website Design, Development, and Hosting Services**

Contractor, any sub-contractor, or any employee, agent or representative of the Contractor or any sub-contractor.

ARTICLE VIII - INSURANCE REQUIREMENTS

A. The Contractor will maintain at its own expense during the term of this Agreement, the following insurance:

(1) Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.

(2) Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this Agreement.

(3) Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

B. Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the County. Contractor shall be responsible to the County or insurance companies insuring County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

C. No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the County Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of this Agreement, provision of Deliverables and related payments will be suspended. Contractor shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of provision of Deliverables under this Agreement. Certificates shall be addressed to the Washtenaw County c/o: : ***INSERT DEPARTMENT, ADDRESS, CITY, STATE & ZIP CODE AND CR#***\_\_\_\_\_, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND POLICIES

The Contractor will comply with all federal, state and local regulations, laws, statutes and ordinances, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act. In addition, Contractor shall comply with all reasonable policies and procedures of County.

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of its obligations under this Agreement. The Contractor also promises that, in the performance of its obligations under this Agreement, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the County may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

B. The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

C. The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and

employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

**ARTICLE XIII - LIVING WAGE**

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a Services Contract or Professional Services Contract with the County to pay their employees under that contract, a minimum of either \$12.00 per hour with benefits or \$14.07 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2016 and annually thereafter which amount shall be automatically incorporated into this Agreement. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - EQUAL ACCESS

The Contractor shall provide the Deliverables set forth in Article I and each SOW without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

A. The County shall have and retain all rights, title and interests in and to all Deliverables and other materials created by Contractor in connection with, or pursuant to, this Agreement. This includes, but is not limited to, copyrightable works of original authorship (including computer programs, technical specifications and manuals), ideas, inventions (whether patentable or not), "know-how," processes, compilations of information, trademarks and other intellectual property ("Proprietary Materials"). All Proprietary Materials created by Contractor in connection with, or pursuant to, this Agreement are, and will be considered, "works made for hire" as that term is used in connection with the U.S. Copyright Act. To the extent that, by operation of law, Contractor owns any intellectual property rights in such Proprietary Materials, Contractor hereby assigns to County all rights, title and interest in such Proprietary Materials.

B. All Written Materials developed as a result of and/or in association with this Agreement will be freely available to the public. During the performance of its obligations under this Agreement, the Contractor will be responsible for any loss of or damage to the Written Materials while they are in its possession and Contractor must restore the loss or damage at its expense. Any use of any information and results of this

Agreement by the Contractor must be approved in writing by the County prior to such use and must reference the Project sponsorship by the County. Any publication of such information or results must be co-authored by the County and approved in writing by the County prior to such publication.

C. To the extent that any Deliverables contain third party tools, software, documents or other materials (“Third Party Materials”), Contractor represents and warrants that it has all rights needed for County to access, use and distribute such Third Party Materials in accordance with the terms of this Agreement and the applicable SOW without any additional fees, charges, expenses or agreements.

#### ARTICLE XVI - ASSIGNS AND SUCCESSORS

This Agreement is binding on the County and the Contractor, their successors and permitted assigns. Neither the County nor the Contractor may assign or transfer this Agreement, in whole or in part, or any of its interest in this Agreement, without the prior express written consent of the other party, which shall not be unreasonably withheld or delayed. Any attempted assignment or transfer without such consent shall be void.

#### ARTICLE XVII – CONTRACTOR WARRANTIES AND PENALTIES

A. Contractor warrants that all Deliverables provided to County shall be Contractor’s original work, or that Contractor will have acquired all rights necessary to fulfill its obligations, and to grant County the rights, under this Agreement and each SOW.

B. Contractor warrants that all Services shall be carried out in a diligent, prompt, and professional manner by individuals with the necessary knowledge, skills, expertise and training to provide the Services.

C. Contractor acknowledges that it is responsible for the accuracy, reliability, completeness, validity and timeliness of all Deliverables provided to County. Contractor warrants that for each Project, Contractor shall have reviewed the SOW and shall have the expertise and resources necessary to undertake and complete the Project in accordance with the SOW. Contractor warrants that all Deliverables shall be provided in the time frames set forth in the applicable SOW. If Contractor or the County believes that Contractor will not complete the Project in the time frames set forth in the applicable SOW, then Contractor shall, at its own expense, commit all additional personnel, technological, and/or financial resources required to cure the nonconformance. If Contractor fails to timely complete the Project in the time frames set forth in the applicable SOW, then the County may, without prejudice to any other remedy it may have in law or in equity, either (1) terminate the SOW and receive a full refund of all fees paid to Contractor under the SOW; (2) receive an agreed-upon equitable adjustment in

the fees to be paid to Contractor under the SOW or this Agreement; or (3) reduce the fee for the Project by the amount of \$[Insert Amount] per day for each day the Project is late.

D. Contractor warrants that all Deliverables will comply with and/or operate in conformance with the Specifications and/or descriptions set forth in the applicable SOW for a period of twenty-four (24) months from the date of acceptance by County. If during the warranty period County notifies Contractor that a Deliverable fails to meet this warranty, Contractor shall, at no additional charge to County, use commercially reasonable efforts to remedy the nonconformance within a reasonable time period. However, if after ten (10) days from Contractor's receipt of County's written notice the Deliverable still fails to comply with this warranty, then the County may, either (1) accept the Deliverable with the non-conformances and receive an agreed upon equitable adjustment to the fees charged the County under the applicable SOW; or (2) terminate the applicable SOW by written notice to Contractor and receive a full refund of all fees paid for the Deliverables.

#### ARTICLE XVIII – CONFIDENTIALITY

A. During this Agreement, each party may have access to information that is considered confidential by the other. This information may include technical know how, technical specifications, software object code and source code, protocols, strategic business plans, results of testing, systems, financial information, product information, methods of operation, customer information, supplier information and compilations of data ("Confidential Information").

B. Each party shall use the other party's Confidential Information only for the purposes of, and in performance of its obligations under, this Agreement or a SOW. Each party shall maintain the confidentiality of the other party's Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall either party take less than reasonable precautions to prevent the unauthorized disclosure or use of the other party's Confidential Information.

C. Each party is permitted to disclose the other party's Confidential Information to its employees and authorized subcontractors on a need to know basis only, provided that such employees and subcontractors have written confidentiality obligations to that party no less stringent than those contained in this Agreement.

D. The confidentiality provisions of this Agreement do not apply to information that is or becomes entirely in the public domain; was received lawfully from a third party through no breach of any obligation of confidentiality owed to the disclosing party; or created by a party independently of its access to or use of the other party's Confidential Information.

E. Upon termination of this Agreement, each party shall return the other party's Confidential Information and shall not use the other party's Confidential

Information for its own, or any third party's, benefit. Each party's confidentiality obligations shall survive termination of this Agreement, and any SOW, for so long as the Confidential Information remains confidential.

ARTICLE XIX – LIMITATION OF LIABILITY

Regardless of the form of action or theory of recovery, in no event shall County be liable to Contractor in connection with this Agreement and/or the Deliverables for: (A) any indirect, special, exemplary, consequential, incidental or punitive damages, even if County has been advised of the possibility of such damages; (B) any lost profits, lost revenues, lost business expectancy or benefit of the bargain damages; and/or (C) any direct damages in an amount in excess of the fees paid to Contractor under the SOW under which the claim arose. Any claim arising out of or related to this Agreement must be initiated within one (1) year of the date the party knew, or reasonably should have known, of the existence of such claim against the other party.

ARTICLE XX - TERMINATION OF CONTRACT

A. Each SOW and/or this Agreement, may be terminated by either party if the other party commits a material breach of this Agreement or the SOW and fails to correct such breach within thirty (30) days of its receipt of written notice from the non-breaching party. In addition, County may terminate each SOW and/or this Agreement without cause or reason upon forty-five (45) days prior written notice to Contractor.

B. In the event of termination for any reason, each party shall return the other party's Confidential Information; County shall pay Contractor all fees owed for all Deliverables provided by Contractor as of the effective date of termination; Contractor shall provide all notes, data, memoranda, software and other materials which constitute work in progress for all Deliverables; and Contractor shall return any County equipment and property of any nature which are in Contractor's possession or control.

ARTICLE XXI - TAXES AND BENEFITS

Neither federal, state nor local income or payroll tax of any kind shall be withheld or paid by County on behalf of Contractor or its employees. No Contractor employees shall participate in any benefit of County, including health insurance, paid vacation or other benefit provided by County to its employees. The Contractor is responsible for payment of all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XXII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII- AMENDMENTS

This Agreement may not be modified except by a writing signed by both parties. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. The remedies accorded County under this Agreement are cumulative and in addition to those provided by law, in equity and/or elsewhere in this Agreement.

**ARTICLE XXIV - CHOICE OF LAW AND FORUM**

This Agreement shall be governed by the laws of the State of Michigan (exclusive of its choice of law rules), and the federal laws of the U.S. The parties agree that any litigation in relation to this Agreement shall be exclusively initiated and maintained in the Circuit Court of the County of Washtenaw, Michigan, or the U.S. District Court for the Eastern District of Michigan, Southern Division. The parties hereby irrevocably submit to the exclusive personal jurisdiction and venue in such courts. The parties agree that these courts are convenient forums for any such litigation.

**ARTICLE XXV - ENTIRE AGREEMENT**

This Agreement, all SOW, and any addenda thereto, represents the entire agreement and understanding between the parties with respect to the subject matter addressed herein, and supersedes, replaces and merges all prior representations, negotiations, promises, understandings or agreements whether written or oral, relating thereto. The terms and conditions of each SOW shall govern any conflict or inconsistency with the terms of this Agreement.

**ARTICLE XXVI - WAIVER**

Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will effect the other provisions of this Agreement.

**ARTICLE XXVII - SEVERABILITY**

If any provision of this Agreement and/or SOW is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law, and all other provisions of this Agreement shall remain in full force and effect.

**ARTICLE XXVIII - NOTICES**

All notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; or by facsimile or by e-mail

**BID #7036 Website Design, Development, and Hosting Services**

(with a confirming copy) and shall be effective when received by such party at the address listed below or other address provided in writing.

**ARTICLE XXIX – ELECTRONIC SIGNATURES**

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

***(INSERT ADDRESSES AND CONTACT PERSONNEL)***

**AGREED AND ACCEPTED:**

WASHTENAW COUNTY

CONTRACTOR

By: \_\_\_\_\_  
Verna J. McDaniel (DATE)  
County Administrator  
\_\_\_\_\_

By: \_\_\_\_\_  
(*CONTRACTOR'S NAME*)

.....Its:

APPROVED AS TO CONTENT::

By: \_\_\_\_\_  
(*DEPARTMENT HEAD*) (DATE)

ATTESTED TO:

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Curtis N. Hedger (DATE)  
Office of Corporation Counsel

## **LOCAL VENDOR PREFERENCE DEFINITIONS:**

Federal funded programs, whether they are receiving the funds directly or as a State pass through are exempt as mandated by the Federal Register 2 CFR Chapter I, Chapter II Part 200 section 200.319 Competition 7(b) effective December 26, 2014.

**A. Washtenaw County Company – must meet all criteria listed:**

- 1) Its headquarters is physically located within Washtenaw County, or it has been conducting business at a location with a permanent street address in the County on an ongoing basis for not less than one taxable year (12 consecutive months) prior to its bid or response to a Request for Proposals (RFP).
- 2) It has made payment of property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract. Or it has leased property for its Headquarters or business with in Washtenaw County for more than one year (12 consecutive months).
- 3) It has been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal.

**B. Michigan Company - must meet all criteria listed:**

- 1) Its headquarters is physically located within the State of Michigan, or it has been conducting business at a location with a permanent street address in the State of Michigan on an ongoing basis for not less than one taxable year prior to its bid or response to a Request for Proposals (RFP).
- 2) It has made payment of property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract. Or it has leased property for its Headquarters or business in the State of Michigan for more than one year (12 consecutive months).
- 3) It has been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal.

## **Local Vendor Certification Application & Affidavit**

**Background:** To increase economic opportunity in Washtenaw County and the state of Michigan, the County provides a local vendor preference (when determining the award) as follows:

Washtenaw County based companies- A 5% bid discount for purchases greater than \$5,000 and up to \$200,000 and a 2% discount for purchases over \$200,000.

State of Michigan based companies – A 3% bid discount for purchases greater than \$25,000 and up to \$200,000 and a 1% discount for purchases over \$200,000.

**Instructions:** To qualify as a Washtenaw County or State of Michigan company, the following information must be provided:

1. If you are not an existing Washtenaw County vendor, complete the Washtenaw County Vendor Application available at:  
<http://www.ewashtenaw.org/government/departments/finance/purchasing/information-for-vendors/how-to-become-a-vendor> The resulting e-mail confirmation must be printed and submitted.
2. Provide proof that you are a company registered in the State of Michigan by searching for your business on the State of Michigan Corporation Division Business Entity Search ([http://www.dleg.state.mi.us/bcs\\_corp/sr\\_corp.asp](http://www.dleg.state.mi.us/bcs_corp/sr_corp.asp)). The resulting **business Details page** must be printed and submitted.
3. Provide proof that your local taxes are up to date by searching for the municipality in which your business is located on the BS&A Software website (<https://is.bsasoftware.com/bsa.is/SelectUnit.aspx#W>) (may need to copy and paste link to open). After selecting the municipality, select “Tax Information Search” on the left, and search for your business. The resulting **Detailed Tax Information page** must be printed and submitted. NOTE: If you cannot find your municipality on the BS&A website, call the municipality’s Treasurer and request a Detailed Tax Information Form showing local business tax status. Submit this form instead.
4. Provide the following Affidavit of Qualified Local Vendor by filling out the attached affidavit.

All required application materials must be included in the RFP bid response.

For more information, contact: Jillian Grabarczyk

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Administrative Coordinator/Purchasing  
734-222-6738

**BID #7036 Website Design, Development, and Hosting Services**

**Washtenaw County, Michigan Local Vendor Affidavit (March 2015)**

Legal Name of

Business \_\_\_\_\_

Federal Taxpayer Identification Number:

\_\_\_\_\_

Type of services provided:

Construction       Professional Services       Goods & Services

Physical Address of Business Headquarters:

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State

Zip

Is this business headquartered in Washtenaw County?

Yes       No

Has this business been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal?

Yes       No

Are this business's local and state tax filings up to date?

Yes       No

If no, please explain: \_\_\_\_\_

**Any material misrepresentation of information in this document will be grounds for denial of certification and exclusion from all Washtenaw County contracts for a period of one (1) year.**

The undersigned hereby affirms that the applicant firm believes it is qualified for certification as a Local Vendor, as set forth in the certification guidelines established by Washtenaw County. The undersigned agrees to hold Washtenaw County harmless in any claim arising out of this application or information provided by the applicant and agrees to indemnify Washtenaw County for any liability incurred in connection with this application or with the certification of the applicant firm. Further, the undersigned agrees to inform the County immediately of any changes that result in a change of the certification status of the firm.

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\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Owner or Managing Partner, and Title

\_\_\_\_\_  
Name of Contact Person, and Title

\_\_\_\_\_  
Email Address for Contact Person

\_\_\_\_\_  
Phone Number for Contact Person

\_\_\_\_\_  
Signature of Owner or Managing Partner, and Title

\_\_\_\_\_  
Date

**Washtenaw County Purchasing Department reserves the right to request additional documentation as deemed necessary.**

**SIGNATURE PAGE**

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Office Telephone #	_____ Cell Phone #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

**The above individual is authorized to sign on behalf of company submitting proposal.**

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.

**Attachment A**

Web traffic via provided via Google Analytics for 2015

***eWashtenaw.org Traffic (public site)***

Sessions – 1,447,771

Users - 764,952

Page views - 4,171,705

Location – 98% US

Traffic Source – 73% Internet Search, 18% Direct, 8% Referral, < 1% Social Media

Search Engines – 62% Google, 6% Bing, 5% Yahoo

New vs. Returning Visitors – 49.6% vs. 50.4%

Mobile/Desktop – 60% Desktop, 33% Mobile, 7% Tablet

Browser – 41% Chrome, 25% Safari, 22% Internet Explorer, 8 % Firefox, 2% Android

OS – 51% Windows, 22% iOS, 17% Android, 9.5% Macintosh

Mobile OS – 54% iOS, 42% Android, 3% Windows

**Employee.ewashtenaw.org (intranet site)**

Sessions – 1,035,632

Users – 66,613

Page Views – 2,746,766

Mobile/Desktop – 92% Desktop, 7% Mobile, 1% Tablet

Browser – 87% Internet Explorer, 9% Chrome, 3% Safari, 1% Firefox

OS – 94% Windows, 2% iOS, 2% Android, 1.5% Macintosh