

OTSEGO COUNTY REQUEST FOR PROPOSAL



Website Redesign Services

BID 2020-07

ISSUE DATE: Monday, August 17, 2020

DUE DATE OF PROPOSALS: Wednesday, September 30, 2020



OTSEGO COUNTY REQUEST FOR PROPOSAL

Otsego County issues this Request for Proposal (the “RFP”) to solicit proposals from qualified professional firms for website redesign services. The County intends to enter into an agreement with the chosen firm for a complete redesign of its website. The County desires a thoughtful, aesthetic and user-friendly design that serves to welcome users to Otsego County and its offerings.

To be considered, five (5) copies of a proposal must be received by the Administrator’s Office at the Otsego County Building, 225 W Main Street, Suite 203, Gaylord, MI 49735 by 12:00 Noon on Wednesday, September 30, 2020. Otsego County reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by the Administrator with final approval by the Board of Commissioners. Bids will be publicly read aloud at 12:05 p.m. on September 30, 2020 in Room 212 of the Otsego County Building, 225 West Main Street, Gaylord, MI 49735.

I. INTRODUCTION

1.1 Purpose

Otsego County is soliciting proposals for the complete redesign of its website. Ideally, the new website design will present a welcoming experience for users and will be intuitive to navigate both on a computer screen and on a mobile platform. The new website design shall serve to entice users to seek out County amenities in addition to the service(s) they were originally seeking. The content and structure of the website must be such that content updates can be performed by non-IT staff.

The County’s selection process will rely on evaluations of the written responses to this RFP and any subsequent supplemental evaluation processes, such as requests for additional information, as may be undertaken by the County at its sole discretion.

The County reserves the right to accept or reject any or all proposals, and also the right to waive any formal defects in proposals when deemed in the best interest of the County. Further, the County reserves the right to accept a proposal higher in price than the lowest proposal, and to negotiate with any respondent concerning matters which the County determines require clarification or changes not in conformity with the specific requirements set forth herein.

1.2 Background

The primary goal of the County is to provide a website that presents a welcoming platform to Otsego County and its offerings. To accomplish this, the website must be personalized to showcase the strengths specific to Otsego County and include action images of positive engagement with County services and facilities. As an example, Otsego County boasts a stellar parks and recreation system which provides an endless backdrop of beautiful natural features and recreational offerings for all ages, which should be prominently illustrated on the website. Otsego County proudly offers exemplary services to the community, and its activities and facilities should be featured on the website. Otsego County enjoys a rich outdoor, natural beauty which should be incorporated as a website theme throughout.

To build upon its initial aesthetic impact, the Otsego County website should serve to ensure its visitors are connected to the County Department that can best address their needs. Most visitors know exactly the information they are seeking when they visit www.otsegocountymi.gov and a search function should be prominent on the home page. The ideal website will provide for transparency of the documentation involved with County functionality and serve to archive information that is continuously accessed. The desired website will successfully link the County to its essential partners including: the city, village, townships, component units, joint ventures, etc., to demonstrate the County's synergism with the surrounding community. Additionally, the website shall serve to allow 24-hour access to County information, forms, and the ability to conduct business online.

Otsego County's current website is located at www.otsegocountymi.gov and presents a wealth of information regarding County services, functions, facilities and offerings, but is not user friendly and eye-catching enough to meet our growing needs. The current website design displays information primarily in list form and does not serve to engage its users. A volume of information is launched at the user on the leading page and likely serves to overwhelm most visitors. A search function handily exists on the home page, but is less prominent than is desired. When visitors search for a service or department they arrive at a militant department listing which could be better presented and made to be more attractive. The new website pages should serve to entice the user to continue traversing the site. When searching for directions to County facilities, visitors are presented with another list format that is busy and confusing. The current website does not provide links to our most prominent community partners and only links to community services through a list format. We would like the County website to offer an employee login for access to employee specific information.

The County's current website is segmented, with information repeated on several pages. The County desires a streamlined approach. For example, currently there are several different places on the website for a member of the public to contact the appropriate County employee for a Freedom of Information Act (FOIA) request. If there is turnover in that employee position, you must go to several different pages on the website to update the contact information, making updating cumbersome and easy to miss some places.

While the County maintains an affinity for its current logo which appropriately exemplifies its culture, a full brand redesign of its web presence is desired.

1.3 Objective

Scope of Services

Proposals for redesign of the County website should address the following objectives, which are not necessarily all-inclusive:

1. The new website shall maintain the www.otsegocountymi.gov address.
2. The new website design shall be developed as an original concept design which conveys the culture of Otsego County and is consistent with the County's existing brand.
3. The new website shall be consistently easy to navigate throughout, shall be accessible from a wide range of devices, and be easily viewable from a desktop PC, tablet, smart phone, or mobile device of any manufacturer or operating system.
4. The website must be fully compliant with the Americans with Disabilities Act (ADA) and specifically as it relates to governmental websites.
5. The website design shall include a fully searchable calendar of events that can be easily maintained by limited IT staff and easily updated by non-IT staff.
6. The website design shall demonstrate the County's commitment to transparency and service delivery by increasing the information and services available online.
7. The new website shall include a feature which allows users to request services, or submit fillable online forms to the appropriate County Department.
8. The new website shall include robust online payment options with dropdown boxes to select payment choices (i.e.; taxes, dog licenses, birth certificates) and adhere to acceptable security practices (SSL, HTTPS, etc.)
9. The new website shall include the successful migration of pertinent existing content from the current website into the new design.
10. The new website shall include a main Department page for each County Department that is specific to its unique services, news, and current and archived information, which includes communication with each Department Head, Elected Official, and/or appointed staff. However, the new website shall maintain consistency in overall page design throughout, as approved by the County Administrator.
11. The new website shall incorporate the County's Geographic Information System (GIS) maps and/or data, or Google Maps, to display aerial and street level views of County facilities as available.
12. The new website shall incorporate an archival function for articles at a predefined time after publishing to the website, as well as the ability to schedule a future posting date.
13. The new website shall offer a fully functional job posting and employment application feature.
14. The new website shall incorporate the ability to embed audio and video throughout.

15. The new website shall incorporate website analytics to allow for visitor tracking throughout the website.
16. The new website shall provide for search engine optimization to maintain the highest possible ranking for Otsego County pages across all major search providers.
17. The content management system of the new website shall be easily managed and maintained by limited IT staff and periodic content updates shall be easily performed by non-IT staff through support of both administrator and content creator roles.
18. The content management system of the new website shall have a spell check feature and the ability to preview content prior to publishing.
19. The new website shall have the ability to perform limited content management system changes from a mobile device, mainly for emergency and closure notifications.
20. The new website shall provide for the ability of staff to view a log of changes made to the website, the user who performed the change, and when the change was made
21. The new website shall provide for the ability of staff to create new pages that are consistent with the website layout and navigation, along with the ability to delete or disable existing pages.
22. The proposal shall include the procedure to be used for testing and validation of the new website prior to its live launch.
23. The proposal shall describe how your firm will provide for initial training of County staff to ensure full administration and maintenance of all aspects of the website.
24. The proposal shall include a description of the training materials that will be provided to the County for use by end user IT staff and any appointed content users.
25. The proposal shall include an employee login for access to employee specific information.

Scheduling

The absolute deadline for completion of the live launch of the County website redesign is April 30, 2021. The County has a desire to target the live launch of the website for March 2021.

Therefore, the proposing and successful firm will be required to demonstrate through its proposal and finalizing discussion, that it has a timeline for a plan of action that will assuredly allocate the necessary resources of the firm to respond with a final website redesign to the County by that date.

Report Requirements

The successful firm will be responsible for providing County Administration with reports, whether written or otherwise, of website redesign progress at completion intervals of at least thirty (30), sixty (60) and ninety (90) percent.

Exit Conference

The successful firm shall hold an exit conference with appropriate County officials and will be required to make a presentation of the final website redesign and its functionality to the Otsego County Board of Commissioners.

Additional Consultation

From time to time the County may find it necessary to consult with the successful firm on future issues related to the website. The proposal shall include an outline of how this occasional consultation will be handled in regard to charges.

Website Maintenance

The County anticipates an on-going relationship with the successful firm for continuing maintenance of the website. The proposal shall include a delineation of actual charges the County will incur related to ongoing maintenance, listed separately from the proposed price of the conversion.

Contract Amount

It is agreed between the County and the successful firm that in consideration for the firm's full and complete performance hereunder, the County shall pay to the successful firm the website redesign fees as detailed in the successful proposal for such services, as proposed by the firm and as accepted by the County. The proposal shall include a not to exceed price total; however, the final amount shall be based upon actual services performed as approved by the County Administrator.

Term

This Agreement shall run for the length of the project(s) undertaken by the successful firm unless otherwise terminated by the firm and/or the County upon 30 days' written notice to the other party, provided that the benefits to either party hereto afforded by the terms and conditions of this Agreement shall inure to each party in perpetuity, including surviving any termination of this Agreement by either party.

Performance Requirements

The successful firm will perform all services under this Agreement in a timely and professional manner, using the customary level of care suitable for the services performed and in compliance with all applicable laws, rules and regulations. All services performed under this Agreement are subject to the County's continuing rights of review, inspection, and approval.

Data Ownership

All data relating to the County, whether in existence prior to or compiled in the course of the website redesign, shall be and remain the exclusive property of the County. The furnishing of County data to the successful firm shall not grant any express or implied interest in or license to the successful firm other than is necessary to perform and provide the website redesign services. Upon severability of any ensuing contract with the successful firm, or upon request by the County at any time, the successful firm shall promptly deliver such data to the County.

1.4 Minimum Qualifications

Proposals will be considered from firms who:

1. Are licensed to do business in the State of Michigan.
2. Possess the necessary qualifications and competencies to perform the work proposed.
3. Identify key staff that will be assigned to the County who have completed at least three (3) website design projects of similar scope within the public sector and be able to provide references from at least three (3) municipal clients for which services were rendered.

Firms that do not meet these minimum qualifications shall be deemed non-responsive and will not receive further consideration.

1.5 Funding

Any contract awarded as a result of this procurement is contingent upon the availability of funding, as determined by the Otsego County Board of Commissioners.

1.6 Period of Performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin upon award of a contract. Submitted proposals should address a tentative time frame, including estimated project duration and timeline.

II. GENERAL INFORMATION FOR CONTRACTORS

2.1 County Administrator

The County Administrator is the sole point of contact for this procurement. All communication between prospective proposers and the County upon receipt of this RFP shall be with the County Administrator, as follows:

Rachel Frisch, CPA
225 West Main Street, Suite 203
Gaylord, MI 49735

Telephone: (989) 731-7523
Facsimile: (989) 731-7529
E-mail: rfrisch@otsegocountymi.gov

Prospective proposers must submit questions to the County Administrator via email no later than Friday, September 18, 2020. Any other communication will be considered unofficial and non-binding on the County. Communication directed to parties other than the County Administrator may result in disqualification of the prospective proposer. The County will post all questions and answers on the County's website.

2.2 Estimated Schedule of Procurement Activities

Request for Proposals Issued	Monday, August 17, 2020
Mandatory site visit and pre proposal meeting located at the Otsego County Building 225 West Main Gaylord, MI 49735 in Room 212**	Tuesday, September 15, 2020, 11:00 a.m.
Proposals Due and Public Bid Opening	Friday, September 30, 2020 by 12:00 p.m. (noon); Public Bid Opening at 12:05 p.m.

*****A mandatory site visit and pre proposal meeting will be held on Tuesday, September 15, 2020 at the Otsego County Building 225 West Main Gaylord, MI 49735 in Room 212 at 11:00 a.m.. Due to COVID-19, a virtual option may be allowed. The virtual option will be decided on by the County and communicated in an Addendum to this Request for Proposal no later than Monday, September 7, 2020. The Addendum will be posted to the Otsego County website www.otsegocountymi.gov.***

Response to this Request for Proposal is due at the County Administrator's Office, Otsego County Building, 225 West Main Street, Suite 203, Gaylord, MI 49735 no later than 12:00 Noon, September 30, 2020.

2.3 Submission of Proposals

Responding agencies are required to submit five (5) copies of their proposal. Each copy of the proposal should be bound or contained in a single volume. All documentation submitted with the proposal should be contained in that single volume. The proposal, whether mailed or hand delivered, must arrive at the County Administrator's Office no later than 12:00 Noon, local time, on September 30, 2020.

The five (5) hard copy proposals are to be sent to the County Administrator's Office at the address noted in Section 2.1, above. The envelope submitted should be clearly marked "**BID 2020-07 OTSEGO COUNTY WEBSITE REDESIGN PROPOSAL**" and addressed to the attention of the County Administrator.

Proposers who mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals at the County Administrator's Office. Respondents assume the risk for the method of delivery chosen. The County assumes no responsibility for delays caused by any delivery service. *Proposals may not be transmitted using electronic media such as facsimile transmission or electronic mail.*

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of Otsego County and will not be returned.

Respondents are requested to be brief in response. The inclusion of extraneous information beyond the description of service and project approach is discouraged.

A public bid opening will be held at 12:05 p.m. on September 30, 2020 in Room 212 of the County Building, 225 West Main Street, Gaylord, MI 49735.

2.4 Proprietary Information and Public Disclosure

Materials submitted in response to this competitive procurement shall become the property of Otsego County. All proposals received shall remain confidential until the deadline for submission of proposals has expired, as defined by the Michigan Freedom of Information Act statute (MCL 15.243(1)(i)).

2.5 Revisions to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided in writing and posted to the County website www.otsegocountymi.gov. For this purpose, the published questions and answers and any other pertinent information will be considered an addendum to the RFP and will also be provided to the County website.

The County reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.6 Acceptance Period

Proposals must provide one hundred twenty (120) days for acceptance by the County from the due date for receipt of proposals.

2.7 Responsiveness

All proposals will be reviewed by the County Administrator to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The County also reserves the right, at its sole discretion, to waive minor administrative irregularities.

2.8 Most Favorable Terms

The County reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the respondent

can propose. The County does reserve the right to contact a respondent for clarification of its proposal. The Respondent should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some of, or the entire, Respondent proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the County.

2.9 Costs of Proposal

The County will not be liable for any costs incurred by the Respondent in preparation of a proposal submitted in response to this RFP, in conducting of a presentation, or any other activities related to responding to this RFP.

2.10 No Obligation Contract

This RFP does not obligate the Otsego County Board of Commissioners to award a contract for services specified herein.

2.11 Rejection of Proposals

The County reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.12 Failure to Comply

The Respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

2.13 Commitment of Funds

The Board of Commissioners or its delegate(s) are the only individuals who may legally commit the County to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.14 Signatures

The Letter of Submittal and the Certifications and Assurances form must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

2.15 Iran Linked Business

The Respondent must certify to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an “Iran linked business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of the Iran Economic Sanctions Act, Michigan Public Act 517 of 2012 (MCL 129.311 et seq.). The Respondent shall not become an “Iran linked business” during the term of the contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS

GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

2.16 Fair Employment Practices

In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to the Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220) the Contractor agrees that he will not discriminate against any person, employee, consultant or applicant for employment with respect to his or her hire, tenure, terms, conditions or privileges of employment or hire because of his or her religion, race, color, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

III. PROPOSAL CONTENT

Proposals must include:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A of this RFP)
2. Checklist for Responsiveness (Exhibit B of this RFP)
3. Detailed Website Redesign Proposal
4. Cost Proposal (Delineating any ongoing maintenance costs separately)
5. Certificate of Compliance with Public Act 517 of 2012 (Exhibit C of this RFP)
6. Request for Taxpayer Identification Number and Certification (IRS Form W-9)
7. References (at least three (3) of similar size and complexity)
8. Performance Bond and Payment Bond, if required

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Respondent in preparing a thorough response.

3.1 Letter of Submittal

The Letter of Submittal, the attached Certifications and Assurances form (See Exhibit A), and all RFP amendments must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship or their designee. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Respondent and any proposed subcontractors:

1. Names, addresses, telephone numbers, e-mail addresses, and fax numbers of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer(s) (President, Vice President, and Treasurer, etc.).
3. Legal status of the Respondent (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number.
5. Location of the firm/office from which the Respondent would operate.
6. Identify any Otsego County employees or former County employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Respondent's organization. If following a review of this information, it is determined by the County that a conflict of interest exists, the Respondent may be disqualified from further consideration for the award of a contract.
7. An expression of the firm's capabilities and experience for the redesign of the County's website including a brief statement of the proposer's understanding of the work to be done and no less than three (3) website addresses that demonstrate the firm's design competencies.
8. Firm's qualifications including names, educational, and experience backgrounds of website design and development team members who will be responsible for the final website redesign.
9. An indication of the type, number, and previous experience of staff you feel would be assigned to the County's website redesign. Identification and a resume of the person who would be in charge of and others to be involved in the website redesign.
10. A work plan to include time estimates for each significant segment of the work and the staff level to be assigned, including the target date for completion, training and live launch.

3.2 Specifications

Firms submitting proposals shall:

1. Be authorized to do business in the State of Michigan.
2. Have a favorable business reputation.
3. Have a sound financial condition.
4. Have the ability and capacity to service the website redesign process herein requested.
5. Spend the necessary time to understand the extent and complexities of the County of Otsego as it relates to the redesigned website being representative of the County.

The firm selected will be an independent contractor and not an agent of the County. The contractor will be the sole employer of all persons used in the website redesign and will accept full responsibility for all lost or damaged property and injury to persons resulting from the execution of the contract, as well as for any claims made by or on behalf of the contractor's agents, servants, and employees arising out of their employment or work pertaining to the operation of the contract.

The County reserves the right to reject any or all proposals or to waive any irregularities in proposals.

3.3 References

List names, addresses, telephone numbers, e-mail addresses, fax numbers, and website addresses of at least three references for whom similar work for a municipality has been accomplished and briefly describe the type of service provided. The Respondent must grant permission to the County to contact the references. Do not include current Otsego County staff as references.

3.4 Related Information

1. If the Respondent or any subcontractor contracted with Otsego County during the past twenty-four (24) months, provide a project description and/or other information available to identify the contract.
2. If the Respondent's staff or subcontractor's staff was an employee of Otsego County during the past twenty-four (24) months, or is currently an Otsego County employee, identify the individual by name, the department previously or currently employed by, job title or position held and separation date.
3. If the Respondent has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Respondent's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Respondent's position on the matter. The County will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Respondent in the past five years, so indicate.

3.5 Cost Proposal

The evaluation process is designed to award this procurement not necessarily to the Respondent of least cost, but rather to the Respondent whose proposal best meets the requirements of this RFP.

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Respondent is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract.

Costs for subcontractors are to be broken out separately.

Delineated costs for ongoing maintenance services are to be presented separately.

IV. EVALUATION AND CONTRACT AWARD

4.1 Evaluation Procedure

This document is a Request for Proposal. It differs from a Request for Bid/Quote in that the County is seeking a solution not a bid/quote for the lowest price. As such, the lowest price proposal will not guarantee an award. Proposals will be evaluated based around features of service, qualifications, experience, timeliness, technical competence, staff expertise and longevity, experience with similar projects, demonstrated timeliness in meeting deadlines, responsiveness to client needs, competitiveness of proposed fees, and what is determined by the Otsego County Board of Commissioners to be the best solution for the County.

The County may select a limited number of respondents with whom to schedule interviews. Recommendation for a selection will be made to the Otsego County Board of Commissioners and final approval lies with the Commission.

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. All proposals received by the stated deadline will be reviewed by the County Administrator/Controller to ensure that Respondents meet all minimum requirements. Respondents that fail to meet stated qualifications or any proposal that does not contain all of the required information will be rejected as non-responsive.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL
FAILURE TO SUBMIT THIS COMPLETED FORM MAY
RESULT IN DISQUALIFICATION**

Firm Name: _____

I/we make the following statement of assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with other proposers for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer for a period of one hundred twenty (120) days following receipt, and it may be accepted by Otsego County without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the one hundred twenty (120) day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of Otsego County whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that Otsego County will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Otsego County, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other proposer or to any competitor.
6. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents.
8. I/we acknowledge communication of any kind regarding my/our proposal directed to parties other than the County Administrator may result in my/our disqualification.
9. I/we warrant that no conflict of interest knowingly exists for any member of the project team that contributed to this proposal or prospective contract.
10. I/we certify that I/we shall procure and maintain Workers' Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan during the duration of this prospective contract.
11. I/we certify that I/we shall procure and maintain Professional Liability Insurance (errors and omissions) with limits of liability of not less than \$1,000,000 per claim and aggregate during the duration of, and a minimum of three (3) years beyond the completion of, this proposed contract.

12. I/we certify that I/we shall procure and maintain Comprehensive General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, covering Personal Injury, Bodily Injury and Property Damage during the duration of this prospective contract.
13. I/we certify that I/we shall procure and maintain Motor Vehicle Liability Insurance, including applicable Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage during the duration of this prospective contract.
14. I/we certify that the General Liability Insurance and the Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be “Additional Insureds”: Otsego County, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers thereof during the duration of this prospective contract.
15. I/we certify that the Workers’ Compensation Insurance, General Liability Insurance and the Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: Thirty (30) days advance written notice of cancellation or non-renewal shall be sent to: Otsego County Administrator’s Office, 225 West Main Street, Suite 203, Gaylord, MI 49735.

Signature

Date

Title

EXHIBIT B
CHECKLIST FOR RESPONSIVENESS

_____ Proposal was submitted on or before _____.

_____ Required number of proposal copies were submitted.

_____ Proposal was formatted into eight major sections: Letter of Submittal, including signed Certifications and Assurances; Checklist for Responsiveness; Detailed Website Redesign Proposal; Cost Proposal; Certificate of Compliance with Public Act 517 of 2012; Request for Taxpayer Identification Number and Certification; References; and Performance Bond and Payment Bond, if required.

_____ Respondent meets the following qualifications:

1. Licensed to do business in the State of Michigan.
2. Will comply with the Certifications and Assurances set forth in Exhibit A.
3. Submit proposals as specified in this RFP.

_____ Letter of Submittal and Certifications and Assurances were signed by an individual authorized to bind the Proposer to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the sole proprietor of a sole proprietorship.

_____ At least three (3) references from three (3) clients have been provided.

NOTE: "Yes" answers must be given to each element above for the proposal to be considered responsive.

EXHIBIT C
CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012

I certify that neither _____ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, are an “Iran linked business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this Request for Proposals, Company will not become an “Iran linked business” during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

(Name of Company)

By: _____

Date: _____

Title: _____

Subscribed to and sworn before me,
a Notary Public, on this ____ day of _____, 20__.

_____, Notary Public
_____ County, State of Michigan
Acting in _____ County, Michigan
My Commission Expires: _____