



**REQUEST FOR PROPOSALS**  
**For City of Birmingham Website Redesign & Hosting**

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Sealed proposals endorsed **“WEBSITE REDESIGN & HOSTING”**, will be received at the Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48012; until **3:00 p.m. on Thursday, June 13, 2013** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide professional website design and hosting services. This work must be performed as specified accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: Christian Wuerth, Assistant to the City Manager.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

**Submitted to MITN:** May 13, 2013

**Deadline for Submissions:** 3:00 p.m. on Thursday, June 13, 2013

**Contact Person:** Christian Wuerth, Assistant to the City Manager  
P.O. Box 3001, 151 Martin Street  
Birmingham, MI 48012-3001  
Phone: 248.530.1807  
Email: [cwuerth@bhamgov.org](mailto:cwuerth@bhamgov.org)



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## **INTRODUCTION**

For purposes of this request for proposals the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Contractor."

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide professional website design and hosting services. This work must be performed as specified accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the City reserves the right where it may serve the City's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by July 31, 2013. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

## **REQUEST FOR PROPOSALS (RFP)**

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide professional website design and hosting services.

## **INVITATION TO SUBMIT A PROPOSAL**

Proposals shall be submitted no later than 3:00 p.m. on Thursday, June 13, 2013 to:

City of Birmingham  
Attn: City Clerk  
151 Martin Street  
Birmingham, Michigan 48009

One (1) original and one (1) electronic copy, in PDF format, of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**WEBSITE REDESIGN & HOSTING**". Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

Collaborative bids submitted by teams comprised of firms specializing in graphic design and firms specializing in website technologies are encouraged. The City desires a well-constructed and user-friendly design which is representative of the City.

## INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Christian Wuerth, Assistant to the City Manager, 151 Martin St., Birmingham, MI 48009 or [cwuerth@bhamgov.org](mailto:cwuerth@bhamgov.org). Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

## **EVALUATION PROCEDURE AND CRITERIA**

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Overall Costs.
4. References.

## **TERMS AND CONDITIONS**

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided.

- a. For website design services, the following payment schedule shall be in effect:
    - i. The Contractor shall issue to the City an invoice in an amount equal to twenty-five percent (25%) of the total project amount upon execution of the agreement by both parties.
    - ii. The Contractor shall issue to the City an invoice in an amount equal to twenty-five percent (25%) of the total project amount at the time the website design and site map are approved by the City.
    - iii. The Contractor shall issue to the City an invoice in an amount equal to twenty-five percent (25%) of the total project amount at the time the website is launched internally to City website to administrators and content creators and training is completed.
    - iv. The Contractor shall issue to the City an invoice in an amount equal to twenty-five percent (25%) of the total project amount at the conclusion of the project close-out meeting and the satisfactory resolution of any outstanding project items as identified in the meeting.
  - b. For support and hosting services, invoices are to be rendered quarterly following the date of execution of an Agreement with the City.
8. The Contractor will not exceed the timelines established for the completion of this project.
  9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

## **CONTRACTOR'S RESPONSIBILITIES**

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
  - a. Bidder's Agreement (Attachment B - p. 20)
  - b. Cost Proposal (Attachment C - p. 21)
  - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 22)
  - d. Agreement (p. 14 – **only if selected by the City**).
2. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project. *Do not include the resumes and professional qualifications for individuals who will not be assigned to this project.*
  - a. Provide a list of the staff members who will be assigned to this project, including names, titles, phone number, email address, and role for this project.
  - b. Any changes in the staff members assigned to this project shall be communicated to the City, in writing.

3. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
4. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
5. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include name of contact, title, and current phone number. At least two (2) of the client references should be for projects of a similar size and scope for a municipal client.

### **CITY RESPONSIBILITY**

The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.

### **SETTLEMENT OF DISPUTES**

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

### **INSURANCE**

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

### **CONTINUATION OF COVERAGE**

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

### **EXECUTION OF CONTRACT**

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the

award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

## **INDEMNIFICATION**

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **CONFLICT OF INTEREST**

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **EXAMINATION OF PROPOSAL MATERIALS**

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

## **PROJECT TIMELINE**

It is anticipated that a small number of firms will be invited to make short presentations to a panel of City staff members in order to assist in the selection of a recommended firm. These presentations are tentatively scheduled to take place during the week of June 24 – 28, 2013.

It is anticipated the selection of a firm will be completed by July 31, 2013, and a kick-off meeting held within two (2) weeks. The project is expected to be completed approximately ninety (90) days following the selection of a final design by the City. The project timeline shall include a minimum of two (2) weeks for City staff to update page content prior to the official launch date of the website. The approximate timeline for the project is as follows (all dates are 2013), though the City will consider alterations to this schedule which result in a higher quality final product for users.

- Project kick-off meeting (late July – early August)
- Design & site map review meeting (3 weeks after kick-off meeting)
- Present final design site map to City for review and approval (5 weeks after kick-off meeting)
- Launch website internally to City website administrators and content creators and begin training (approximately 10 weeks after kick-off meeting)
- Public presentation of new website to Birmingham City Commission (October – November)

The Contractor will not exceed the timelines established for the completion of this project.



## SCOPE OF WORK

The work to be performed includes all elements necessary to launch a new website for the City of Birmingham, including but not limited to design, migration of information and data, content management system training of City staff, and completing the launch of the new website design. The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

### 1. Website Design

- a. The new website design shall maintain the [www.bhamgov.org](http://www.bhamgov.org) address.
- b. The design shall be developed through a cooperative effort between the Contractor and the City's designated representative(s) and shall be original in nature and consistent with the City's existing branding.
- c. The design and navigation shall be structured in a manner which is user-friendly and visually appealing.
  - i. Website navigation shall be oriented from the perspective of the following user groups:
    1. Residents/Prospective Residents
    2. Businesses/Prospective Businesses
    3. Potential Visitors
    4. Media/Press
  - ii. No advertisements, or pay for placement graphics, icons, or other elements shall be permitted on the website.
- d. The website design shall be in compliance with the Americans with Disabilities Act (ADA). Information about the Act and applicable standards is available at [www.ada.gov](http://www.ada.gov).
- e. The website shall be based upon an HTML5 platform. If an HTML5 platform is not currently available, the Contractor's proposal shall include a statement on the timeline for the availability of such a platform and a detailed summary of upgrade costs, if any.
- f. The website design shall be fully functional on mobile devices via a responsive or mobile-enabled format. A responsive or graphics-focused mobile-enabled design is strongly preferred.
- g. The website shall feature a translation feature such as Google Translate, or a similar product, in order to provide website content to non-English users.
- h. The design shall effectively integrate the City's existing social media sites and be able to easily accommodate future social media elements. The City currently utilizes the following social media platforms:
  - i. Facebook
  - ii. Twitter
  - iii. Constant Contact
  - iv. Potential Future Social Media may include Pinterest, WordPress Blogs, and Google Plus, among others.
- i. The design shall include a fully searchable calendar of events which may be easily updated using the content management system.

- i. It is preferred that the City Calendar of Events and the Calendar of Events on the website of the Principal Shopping District (PSD) be integrated to the fullest extent possible.
- j. The design shall include a news feed feature which may be easily updated using the content management system.
- k. The design shall include a subscription-based e-mail notification system which may be easily updated using the content management system. Subscriber lists shall be easily exportable into Microsoft Excel.
- l. The design shall include the ability to create online polls and surveys, including the ability to download resulting data into Microsoft Excel for analysis.
- m. The design shall include a fully searchable central staff and department directory which may be easily edited in the content management system. The directory shall be able to accommodate unlimited entries, including the ability to divide entries into an unlimited number of custom groups.
- n. The design shall include a fully searchable central document repository with the ability to create an unlimited number of folders and the ability to link to documents throughout the website.
- o. The design shall include a feature which allows users to send an e-mail to the City. This feature shall have the ability to route such e-mails, based upon category, to a designated individual within the organization. The City shall have the ability to edit categories and designated individuals via the content management system.
- p. The [www.golfbirmingham.org](http://www.golfbirmingham.org) website shall be consolidated as a distinct page within the City website, retaining a distinct branding and its own web address.
- q. Multimedia Elements
  - i. The design shall prominently feature high quality images which may be edited using the content management system to adjust image size, opacity, and rotation.
  - ii. The design shall include the ability to embed video and other media elements, including live-streaming applications, using third-party platforms including, but not limited to, YouTube and Vimeo.
  - iii. The design shall include a central image repository and the ability to create separate image galleries which may be associated with specific events or departments.
    - 1. The City shall provide high resolution images for use in establishing the initial central image repository.
  - iv. The Contractor shall provide to the City a specification chart which includes sizing information for all images and file size limitations for documents, videos, and other media.
  - v. During the time in which the City utilizes the Contractor for website hosting and support, the Contractor shall provide upgrades to the website infrastructure and content management system in order to improve upon functionality at no additional charge. Upgrades mean both newer advanced versions of software generally offered to new

clients and minor updates to existing software. Upgrades are understood to be software improvements that are available from the Contractor to its customers generally, whether for the purpose of fixing an error, bug or other issue in the software or for enhancing the functionality of the Software. The Contractor shall automatically furnish the most advanced currently offered available software that should be expected to be most beneficial to the City.

## 2. Content Management System

- a. The City shall have the ability to manage all content published on the website via the content management system.
  - b. The content management system must utilize a proven web application platform which is accessible via the Microsoft Internet Explorer and Google Chrome browsers. Accessibility via Safari and/or Firefox are optional.
  - c. All content created using the content management system shall be able to be published via a delayed posting feature. The City shall have the ability to create automatic expiration dates and times for content created within the content management system.
  - d. The content management system shall include a spell check feature.
  - e. The content management system shall include the ability to assign both administrator and content creator roles, including the ability to require administrator approval of content created by non-administrators.
  - f. Website administrators shall have the ability to create friendly URLs.
  - g. Content Management System Training
    - i. All proposals shall include a statement regarding the number of hours of training provided, for both website administrators and content creators, as part of the launch of the content management system to City staff. Training provided should be sufficient for staff to manage the daily creation of website content without the assistance of the Contractor.
    - ii. The Contractor shall provide the City with one (1) hard copy and one (1) electronic copy of a training manual for the content management system to allow for in-house training of new website content creators and administrators.
3. The contractor shall provide six (6) years of support and hosting for the website, including access to e-mail or phone support during normal business hours and live emergency support services via telephone at all times. Additional pricing shall be provided for two (2) renewal periods of three (3) years each.
- ## 4. Website Hosting & Security
- a. The Contractor shall provide a dedicated hosting facility optimized for website hosting and administration. The hosting facility shall be equipped with redundant power sources and an automatic transfer switch to maintain accessibility in the event of a power failure.

- b. All proposals submitted in response to the Request for Proposals shall include a statement regarding the practices of the firm with respect to security at hosting facilities and website security in general.
  - c. The website hosting and security statement must include a statement regarding the minimum standard of up time for the website. The statement must include a listing of incidents occurring over the previous eighteen (18) months which resulted in website downtime greater than 60 minutes for any client, including the cause of the downtime (i.e. power outage, hacking, etc.) and length of downtime in each incident.
5. Schedule of Meetings
- a. The Contractor shall schedule a kick-off meeting with the designated City staff member(s) in order to review the timeline of the project, highlight industry best practices which will be incorporated into the new website design, and to review the integration of any third-party platforms currently used by the City which are to be integrated into the new website design. The Contractor and City shall also discuss overall design elements, including a site map, to be incorporated into the new website design.
  - b. The Contractor shall schedule a meeting with the designated City staff member(s) within three (3) weeks of the kick-off meeting to present a minimum of two (2) proposed website designs for the City's review and approval. The Contractor shall also present a draft site map to the City for review and approval.
  - c. Prior to the launch of the new website design, the Contractor shall attend a meeting of the Birmingham City Commission to present the final design, provide a demonstration of the new design and available features, and answer any questions from the City Commissioners or members of the public in attendance.
  - d. A website redesign project close-out meeting shall be held approximately two (2) weeks after the launch of the new website in order for the Contractor and City to review any outstanding project items and to discuss any corrective actions which may be required.

6. Additional Bid Elements

The following items are required bid items, but City approval is required prior to the inclusion of any additional bid items in the project scope.

Additional Bid Item #1

The Contractor shall provide for a live chat feature with which designated City staff may interact with site users. The City shall have the ability to turn the chat feature on and off as it deems appropriate.

Additional Bid Item #2

The Contractor shall provide pricing for website redesign for the Birmingham Principal Shopping District (PSD) website ([www.enjoybirmingham.com](http://www.enjoybirmingham.com)).

- a. The scope of work for the new PSD website shall maintain the same elements as those identified for the new City website, as detailed above, except as noted herein:
    - i. The new website shall be different in design from the City of Birmingham website and shall retain design characteristics consistent with the branding of the PSD.
    - ii. Should the Additional Bid Item #2 be included in the project scope, the timeline for the development of the PSD website shall be determined at the project kick-off meeting.
    - iii. The PSD website shall retain a fully searchable business directory, similar to that in place on the current PSD website and which shall be editable by PSD staff.
    - iv. The PSD website shall include the ability to include paid advertisements or pay for placement graphics, icons, or other elements. These elements shall be provided solely by the PSD, and not solicited by the Contractor unless specifically authorized in writing by the PSD Executive Director.
    - v. The following existing websites shall be consolidated as pages within the PSD website, retaining distinct branding and web addresses:
      1. Farmers Market - [www.birminghamfarmersmarket.org](http://www.birminghamfarmersmarket.org)
      2. Restaurant Week [www.birminghamrestaurantweek.org](http://www.birminghamrestaurantweek.org)
  - b. The Contractor shall generate a separate invoice for work performed on behalf of the PSD and send such invoices to the designated City contact assigned to the PSD website project.
7. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
  8. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

**ATTACHMENT A - AGREEMENT**  
**For City of Birmingham Website Redesign & Hosting**

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This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and \_\_\_\_\_, Inc., having its principal office at \_\_\_\_\_ (hereinafter called "Contractor"), provides as follows:

**WITNESSETH:**

**WHEREAS**, the City of Birmingham, through the Office of the City Manager, is desirous of having work completed to provide professional website design and hosting services for the City.

**WHEREAS**, the City has heretofore advertised for bids for the procurement and performance of services required to provide professional website design and hosting services, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

**WHEREAS**, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to provide professional website design and hosting services.

**NOW, THEREFORE**, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide professional website design and hosting services and the Contractor's cost proposal dated \_\_\_\_\_, 2013 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \_\_\_\_\_, as set forth in the Contractor's \_\_\_\_\_, 2013 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the

City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The

Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.



- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), 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: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
  - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
  - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- H. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- I. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham  
Attn: Christian Wuerth  
151 Martin Street  
Birmingham, MI 48009  
248.530.1807  
[cwuerth@bhamgov.org](mailto:cwuerth@bhamgov.org)

CONTRACTOR

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

**IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.**

WITNESSES:

**CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_

Its:

**CITY OF BIRMINGHAM**

\_\_\_\_\_

By: \_\_\_\_\_

George Dilgard

Its: Mayor

\_\_\_\_\_

By: \_\_\_\_\_

Laura M. Broski

Its: City Clerk

Approved:

\_\_\_\_\_  
Christian Wuerth  
Assistant to the City Manager  
(Approved as to substance)

\_\_\_\_\_  
B. Sharon Ostin, Director of Finance  
(Approved as to financial obligation)

\_\_\_\_\_  
Timothy J. Currier, City Attorney  
(Approved as to form)

\_\_\_\_\_  
Robert J. Bruner, Jr., City Manager  
(Approved as to substance)

**ATTACHMENT B - BIDDER'S AGREEMENT**  
**For City of Birmingham Website Redesign & Hosting**

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In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
  
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

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<b>PREPARED BY</b> <b>(Print Name)</b>	<b>DATE</b>
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<b>TITLE</b>	<b>DATE</b>
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<b>AUTHORIZED SIGNATURE</b>	<b>E-MAIL ADDRESS</b>
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**COMPANY**

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<b>ADDRESS</b>	<b>PHONE</b>
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<b>NAME OF PARENT COMPANY</b>	<b>PHONE</b>
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**ADDRESS**

**ATTACHMENT C - COST PROPOSAL**  
**For City of Birmingham Website Redesign & Hosting**

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**In order for the bid to be considered valid, this form must be completed in its entirety.** The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

<b>COST PROPOSAL</b>		
<b>ITEM</b>	<b>BID AMOUNT</b>	
Website Redesign	\$	
Hosting/Support (through 6/30/14)	\$	
Miscellaneous (Attach Detailed Description)	\$	
<b>TOTAL BID AMOUNT</b>	<b>\$</b>	
<b>ADDITIONAL BID ITEMS</b>		
Additional Bid Item #1 – Live Chat	\$	
Additional Bid Item #2 – PSD Website		
PSD Hosting/Support (through 6/30/14)	\$	
<b>GRANDTOTAL AMOUNT</b>	<b>\$</b>	
<b>ANNUAL HOSTING/SUPPORT COSTS*</b>		
	<b>CITY</b>	<b>PSD</b>
Year 2 (7/1/14 - 6/30/15)	\$	\$
Year 3 (7/1/15 - 6/30/16)	\$	\$
Year 4 (7/1/16 - 6/30/17)	\$	\$
Year 5 (7/1/17 - 6/30/18)	\$	\$
Year 6 (7/1/18 - 6/30/19)	\$	\$

*\*Please attach a separate page providing pricing for two (2) renewal periods of three (3) years each, beginning 7/1/2019.*

Firm Name \_\_\_\_\_

Authorized signature \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**For City of Birmingham Website Redesign & Hosting**

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Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 (“Act”), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an “Iran Linked Business”, as defined by the Act.

By completing this form, the Vendor certifies that it is not an “Iran Linked Business”, as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

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<b>PREPARED BY</b> <b>(Print Name)</b>	<b>DATE</b>
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<b>TITLE</b>	<b>DATE</b>
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<b>AUTHORIZED SIGNATURE</b>	<b>E-MAIL ADDRESS</b>
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**COMPANY**

---

<b>ADDRESS</b>	<b>PHONE</b>
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<b>NAME OF PARENT COMPANY</b>	<b>PHONE</b>
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**ADDRESS**

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**TAXPAYER I.D.#**