



**CITY OF NOVI CITY COUNCIL
DECEMBER 21, 2020**

SUBJECT: Approval of a contract with Municipal Web Services to host and maintain cityofnovi.org, novilibrary.org, novi.org and the intranet (eWeb) for three years for the period of January 1, 2021 to December 31, 2023, with two renewal options in one-year increments, in the approximate amount of \$72,000 and redesign of novilibrary.org, cityofnovi.org and the eWeb on the same platform, including an enhanced Responsive Web Design for Smart devices in the amount of \$39,025.

SUBMITTING DEPARTMENT: Community Relations

EXPENDITURE REQUIRED	\$70,000
AMOUNT BUDGETED	\$70,000
LINE ITEM NUMBER	101-295.00-880.800

BACKGROUND INFORMATION: For more than 21 years, the City of Novi has maintained an online presence. During that time, cityofnovi.org has developed into a premier municipal website and more than 13 years ago, an employee intranet (eWeb). The Novi Public Library significantly enhanced its internet presence more than seven years ago and has operated under the same design, platform, and navigation system as the City sites. And, earlier this year, the City launched the community website, novi.org, to share community information and stories.

The City received four proposals through the posting on MITN-Bidnet. The firms were rated by a team of staff from the Novi Public Library and Community Relations.

Firms were rated on the following criteria:

- Ability to performed required services and after-hours emergency response.
- Evaluation of approach; description of work plan; reporting
- Evaluation of assigned personnel/staffing level; Firm background
- Evaluation of prior experience & comparable projects
- Evaluation of security protocol & procedures

After reviewing all proposals, two did not support website updating. Phone interviews were conducted with the two remaining bidders, one of which did not

include redesign costs in their proposal and was not capable of providing updates on a 24-hour, daily basis.

An additional second interview occurred with Municipal Web Services, the incumbent firm detailing some significant changes requested and the ability of the organization to meet the City's needs, including an enhanced search function, progressive design, state-of-the-art video streaming capability, new calendar tool and simpler navigation.

Municipal Web Services has delivered outstanding, quality service and maintenance of all four sites.

The four sites are updated several times daily, including the calendar module, agendas and minutes, and video uploads. In addition to the routine updates, regular maintenance in checking for broken links and managing a three-site interface (eWeb, novilibrary.org and cityofnovi.org), it is more economical to outsource this service rather than hiring a City/library employee for the sole purpose of maintaining the sites. Additionally, outsourcing this service ensures 24-hour a day, 365-days a year coverage.

Similar to the Engage publication (partnership with City and Library programming), the cost will be split monthly using the charges on the invoice per programming hour. Given the magnitude of cityofnovi.org and the eWeb, the City will bear 75% of the cost of the redesign (\$29,269). The FY 20-21 budget includes \$70,000 approved for website maintenance and with the library payback, no further allocation is required at this time.

RECOMMENDED ACTION: Approval of a contract with Municipal Web Services to host and maintain cityofnovi.org, novilibrary.org, novi.org, and the intranet (eWeb) for three years for the period of January 1, 2021 to December 31, 2023, with two renewal options in one-year increments, in the approximate amount of \$72,000 and redesign of novilibrary.org, cityofnovi.org and the eWeb on the same platform, including an enhanced Responsive Web Design for SMART devices in the amount of \$39,025.



**NOTICE - CITY OF NOVI
REQUEST FOR PROPOSALS**

WEBSITE HOSTING AND MAINTENANCE SERVICES

The City of Novi will receive sealed proposals for **Website Hosting and Maintenance Services** according to the specifications of the City of Novi.

Sealed proposals will be received until **11:00 A.M.** prevailing Eastern Time, **Tuesday October 6, 2020** at which time proposals will be opened and read. Proposals shall be addressed as follows and delivered to:

**CITY OF NOVI
ATTN: FINANCE DEPARTMENT**
45175 Ten Mile Rd.
Novi, MI 48375-3024

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "WEBSITE HOSTING AND MAINTENANCE SERVICES" AND MUST BEAR THE NAME OF THE PROPOSER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Tracey Marzonie
Purchasing Department

Notice dated: September 21, 2020

NOTICE TO PROPOSERS:

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain RFP documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI

WEBSITE HOSTING AND MAINTENANCE SERVICES

INSTRUCTIONS TO PROPOSERS

This RFP is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

RFP Issue Date	Monday, September 21, 2020
Last Date for Questions	Tuesday, September 29, 2020 by 12:00 P.M. Submit questions via email to: Tracey Marzonie, Purchasing Department tmarzonie@cityofnovi.org
Response Due Date	Tuesday, October 6, 2020 by 11:00 A.M.
Anticipated Award Date	October 26, 2020

QUESTIONS

Please email all questions to the person listed above. Please type the name of the RFP in the subject line. If you write anything else in the subject line, your email may be deleted as spam.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services. The contract period will be for three (3) years. Upon mutual consent of the City of Novi and the successful proposer, the contract may be renewed two (2) times in one (1) year increments at the same terms and conditions of the original contract.

The City may, from time to time, find it necessary to continue this contact on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

PROPOSAL SUBMITTALS

Provide **four (4)** copies of your proposal, **one (1)** unbound signed and clearly marked as ORIGINAL, and **three (3)** copies of the original proposal, clearly marked as COPY. Original proposal may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. No other distribution of the proposal will be made by the Contractor. Proposal must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

SUBMISSION OF PROPOSALS

Proposals must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFP. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed proposals must arrive at the Finance Department, on or before the specified time and date. There will be no exceptions to this requirement. Proposal is considered received when in the possession of the City Clerk. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposal. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals. The City reserves the right to postpone an RFP opening for its own convenience.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Proposals must show unit and total prices. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

A proposal may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Proposers are expected to examine all specifications and instructions. Failure to do so will be at the proposer's risk.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

Any samples, CDs, DVDs or any other items submitted with your proposal will not be returned to the contractor.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

CONSIDERATION OF PROPOSALS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the proposer states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The City hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

INELIGIBILITY OF IRAN LINKED BUSINESS

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a proposal.

RESPONSIVE PROPOSALS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided on proposal form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

The City will not accept changes or exceptions to the RFP documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the proposal form. If Contractor neglects to make the notation on the proposal form but writes it somewhere else within the RFP documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the RFP documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in

general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

After contract award, notification will be posted on the MITN website at www.mitn.info.

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to Bid in that the City is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meets the desired requirements of the city. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful proposer with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination.

DOWN-PAYMENTS OR PRE-PAYMENTS

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

INVOICING

Invoices must be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, OR emailed to: invoices@cityofnovi.org. This email is for invoices and statements only, not sales solicitations. We are unable to reply from this mailbox.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful proposer will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

CONTRACT RENEWAL

No contract shall be automatically renewed at the end of any contract term.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by proposers prior to issuance of a contract.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offeror certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other Competitor; and
- (b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- (c) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that

he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OFNOVI
WEBSITE HOSTING AND MAINTENANCE SERVICES
SPECIFICATIONS

The City of Novi is seeking proposals from qualified consulting firms to provide hosting services, web content update services, Responsive Web Design (RWD), Content Management System (CMS) and any future design & programming services for the City's four (4) websites. These websites are: www.cityofnovi.org, www.novilibrary.org, www.Novi.org and www.cityofnovi.org/eweb (employee website login: Novi; password: Novi)

SCOPE OF WORK

Web Content Updates

1. Selected vendor must be able to perform all web content updates for the four City of Novi's websites
2. Service level: emergency updates (24x7x365) completed immediately, non-emergency updates completed within four business hours (8 am to 6 pm, Eastern Standard Time), weekend updates within 12 clock hours
3. Information placed on websites should allow for push to the City's social media pages and also flow to RSS feeds (five different feeds)
4. All updates must comply with Section 508 of the Workforce Rehab Act relating to accessibility of website content
5. Ability to create PDF forms with keywords, fillable fields, annotations
6. Company must demonstrate the ability to have multiple employees trained in the specifics of our websites to ensure proper backup during vacations, etc.
7. Updates will be needed multiple times daily

Redesign

1. Three websites (cityofnovi.org, novilibrary.org, eWeb) will undergo a redesign in partnership with a team of Novi staff of the same style and navigation, with varying elements and color. Redesign cost should be factored into the bid package. **Migration of all four sites to the selected vendor will occur by December 7, 2020 and the redesign will be launched February 1, 2021.**

Hosting

1. Four websites (three public, one private)
2. Redundant data centers with 24/7 battery backup, power and temperature control assurance
3. Automatic back-ups
4. Software licensing and maintenance updates

Required Features

1. Dynamic, mobile compliant CMS system
2. Provide Responsive Web Design (RWD) solution aimed at constructing our sites to deliver an optimal viewing experience—easy reading and navigation with a minimum of resizing, panning, and scrolling—across a wide range of devices (from desktop computer monitors to mobile phones)
3. Live-Streaming Video (one bit rate)
4. Archived Video on Demand
5. Capability of Advanced Search Service
 - Results with search terms or phrases in context
 - Indexes .htm, pdf, .txt, .rtf, .doc
 - Five indexes (minutes and non-minutes, Eco Devo content, EWeb content, Admin EPacket)
 - Spell check with suggestions
 - Search keyword or phrases with suggested alternatives
 - Most popular searches
 - Allow for manipulation of index to allow sorting by category, relevance or date
 - Search results must show in design of the website
6. Calendar
 - Strong recursion patterns for repeating events
 - Display calendar in month, week or day view
 - Ability to display some events on all pages of website
 - Calendar content must show in the design of the websites
 - Locations with mapping
 - Search for events
 - iCallink for adding events to Outlook calendars
7. Slideshow tool with administration to add, edit, delete large volumes of images and display in website using website brand (presentation of slideshow must appear in same design as other pages)
8. Interactive Charting
9. Google Analytics with reporting
10. Online submittable forms with Captcha technology
11. Authentication system to password protect employee intranet
12. Employee Directory
 - Ability to add/edit/delete employees
 - Ability to upload images of employees
 - Print full directory sorted by department or name
 - Internal Communications quick links including sending an email or custom eCard
13. Poll feature for eWeb
14. Blog feature for eWeb

15. Third Party Integration – Tax lookup, Parks and Recreation Registration, ticket purchase, inspections, citizen request module, available buildings and sites, code of ordinances, GIS mapping portal
16. The sites must be secured from email harvesters
17. The sites should withstand security attacks
18. Required storage space for all four websites: approximately 30 GB
19. Agendas and minutes archive
 - City Council - 18 years
 - Planning Commission - 18 years
 - Parks, Recreation and Cultural Services Commission -10 years
 - Library Board - 3 years
20. Press Release archive - 10 years

Mobile Solution

1. Must adapt the layout to the viewing environment by using fluid, proportion-based grids and flexible images.

Project Management

The City of Novi is a member of the Project Management Institute (PMI). PMI global standards provide guidelines, rules and characteristics for project, program and portfolio management. These standards are widely accepted and, when consistently applied, they help our organization achieve professional excellence. The selected vendor will be required to follow the Project Management Body of Knowledge (PMBOK) guide. This internationally recognized standard provides the essential tools to practice project management and deliver successful project implementations.

Security

The City of Novi uses several tools to monitor the vulnerability of the servers hosting the City's websites. The selected vendor must be able to pass a monthly security vulnerability scan of their solution. An example of such vulnerabilities are security patches and operating system upgrades.

TIMELINE

Consultant should be able to assume day-to-day hosting operations and management of all four (4) websites on December 7, 2020.

QUALIFICATIONS AND EVALUATION FACTORS

Consultants submitting proposals on this RFP must show evidence of at least seven (7) years' experience, have produced a minimum of one hundred (100) websites, and must have worked with at least thirty (30) municipal clients, Consultant must have demonstrated expertise in art direction, writing, programming, systems administration,

database design and multimedia programming. Must demonstrate the capacity to host sites and update content multiple times daily.

The firm shall have on staff personnel who have experience with website design, hosting and management, provide all information requested in the Vendor Questionnaire, and other information you feel would help the City in its evaluation of your firm.

Proposals will be evaluated on the following:

1. Firm's current ability to perform required services and after hours emergency response,
2. Evaluation of approach; description of work plan; reporting
3. Evaluation of assigned personnel/staffing level; Firm background and experience
4. Evaluation of prior experience and comparable projects
5. Evaluation of security protocol and procedures
6. Cost



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an “Occurrence Basis” with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

CONTRACT FOR WEBSITE HOSTING AND MAINTENANCE

THIS CONTRACT FOR SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and _____, whose address is _____, (hereinafter referred to as "Vendor").

THE CLIENT AND VENDOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Vendor shall perform the services described on and in Schedule A, which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence on November 16, 2020 and end on November 16, 2023. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Vendor an amount for services as specifically set forth in the completed Proposal attached which are part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Vendor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Vendor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Vendor under this Contract are deemed to be included in the amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee. Vendor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Vendor shall be submitted by mail at Vendor's address first listed above,

unless Vendor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Vendor. The Client shall pay all reasonable costs incurred by the Client up to the date of notice of termination. The Vendor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Vendor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Vendor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

A. In the performance of this Contract, the relationship of vendor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Vendor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Vendor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Vendor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Vendor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Vendor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Vendor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Vendor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Vendor specifically agrees that it is Vendor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Vendor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Vendor's performance of this Contract.
- B. Vendor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Vendor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Vendor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Vendor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Vendor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- B. Compliance with Laws. This Contract and all of Vendor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Vendor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.

- D. Assignment. Vendor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Vendor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Vendor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Vendor's performance of the work.

- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

 Client: City Manager Peter E. Auger and City Clerk Cortney Hanson
 Vendor: _____

- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Vendor.

- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action

SAMPLE AGREEMENT

between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

- J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Vendor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

VENDOR

Date: _____

By:
Its:



CITY OF NOVI
WEBSITE HOSTING AND MAINTENANCE SERVICES

PROPOSAL FORM

We, the undersigned, propose to furnish to the City of Novi, according to the conditions and instructions attached hereto and made a part thereof:

COMPANY NAME _____

Description	Initial Contract (3 years)	Year 4 (first renewal option)	Year 5 (second renewal option)
Hosting – Base Charge	Per month	Per month	Per month
Hosting – Additional Storage Charge (per 1.5 Gig)	Per month	Per month	Per month
Advanced Search Service (per index, 2,500-3,500 pages)	Per month	Per month	Per month
Calendar Module	Per month	Per month	Per month
Slideshow	Per month	Per month	Per month
ListServes (per list, up to 750 members)	Per month	Per month	Per month
Streaming Video Services – Base Charge	Per month	Per month	Per month
Streaming Video Services- Additional Bandwidth Charge (per Gig)	Per month	Per month	Per month
Streaming Video Services- Additional Storage Charge (per Meg)	Per month	Per month	Per month
Available Buildings and Sites System	Per month	Per month	Per month
Website Development & Design	Per hour	Per hour	Per hour
Website Updating	Per hour	Per hour	Per hour
Programming	Per hour	Per hour	Per hour
Mobile Solutions	Per hour	Per hour	Per hour

Other Costs: (Please Explain)
(Attach separate sheet if necessary)

\$ _____

**We are able to assume day-to-day hosting operations
& management of all 4 websites on December 7, 2020**

Yes

No

We acknowledge receipt of the following Addenda: _____
(please indicate numbers)

**EXCEPTIONS TO SPECIFICATIONS (all exceptions must be noted here or attached on
additional sheet):**

COMMENTS: _____

THIS PROPOSAL SUBMITTED BY:

Company (Legal Registration) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Agent's Name _____

Agent's Title _____

Signature _____

E-mail _____

Date _____



CITY OF NOVI
CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

Failure to answer all questions could result in rejection of your proposal.

Name of Firm _____

Address: _____

City, State Zip _____

Telephone _____ Fax _____

Mobile _____

Agent's Name (please print) _____

Agent's Title _____

Email Address: _____

Website _____

1. Organizational structure: Corporation, Partnership, etc. _____

2. Firm established: _____ Years in business: _____

3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No _____ Yes _____ Reason: _____

4. Under what other or former names has your organization operated?

5. How many full time employees? _____ Part time? _____

6. Are you able to provide insurance coverage as required by this RFP? _____

7. How many years has your company been providing consultant services for website design, hosting, and management? _____ Provide historical narrative.

8. How many public sector (governmental) clients has your company served?
_____ Please provide a list including the dates served.

9. How many clients does your company currently service with the type of services described? _____ Explain the capacity of the services being provided.

10. Provide a list of clients served within the last three (3) years. Include name address, phone number, contact person, and briefly describe scope of services performed.

11. Describe the resources you are capable of bringing to the City of Novi. Include specific information on specialized resources available.

12. Submit profiles of staff to be assigned to this project and examples of similar work performed by each staff member. Attach additional sheets, if necessary.

13. Describe methods of communication with your clients.

14. Describe your procedure for handling afterhours update requests.

15. Describe in detail your work plan or methodology for this project.

16. Provide a description of the deliverables to be provided at the end of the engagement.

17. What development platforms do you use?

18. What security measures do you employ to prevent unauthorized access to and damage to hosted websites?

19. How do you resolve security breaches when they occur?

20. Define the security platform you have in place for content management and site management. What are the levels of security and does it include change history?

21. What reports do you provide?

22. What are your billing procedures? Please provide a sample invoice.

23. How are consultants managed within your organization?

24. Provide hourly rates for all consultants at all levels and clearly define all relative direct and indirect costs.

25. **References:** Provide at least three (3) references for projects that are comparable in scope to this bid. Several references from municipalities would be desirable.

Company _____
Address _____
Phone _____ Contact name _____
Services performed _____

Company _____
Address _____
Phone _____ Contact name _____
Services performed _____

Company _____

Address _____

Phone _____ Contact name _____

Services performed _____

26. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.

No _____ Yes _____

27. Provide any additional information you would like to include which may not be included within this Questionnaire. You may attach additional sheets.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: _____

Representative's Name (please print) _____

Date _____

#SPILL!		Muniweb98			The Horus Group			Revize	
		Initial Contract (3 years)	Year 4 (1st renewal option)	Year 5 (2nd renewal option)	Initial Contract (3 years)	Year 4 (1st renewal option)	Year 5 (2nd renewal option)	Initial Contract (3 years)	Year 4 (1st renewal option)
Hosting – Base Charge	per month	City of Novi = \$345	\$350	\$350	\$960	\$960	\$960	\$300	\$325
		e-web = \$175	\$180	\$180					
		Novi.org = \$250	\$250	\$250					
		Novi Library = \$225	\$230	\$230					
Hosting – Additional Storage Charge (per 1.5 Gig)	per month	\$5/1.5 GB over 200GB (incl. in bid)	\$5/1.5 GB over 200GB (incl. in bid)	\$5/1.5 GB over 200GB (incl. in bid)	\$6	\$6	\$6	\$30	\$30
Advanced Search Service (per index, 2,500-3,500 pgs)	per month	Included in hosting fee	Included in hosting fee	Included in hosting fee	\$600	\$600	\$600	\$40	\$40
Calendar Module	per month	Included in hosting fee	Included in hosting fee	Included in hosting fee	\$50	\$50	\$50	\$220	\$220
Slideshow	per month	Included in proposal price	Included in proposal price	Included in proposal price	\$200	\$200	\$200	Incl in hosting fee	Incl in hosting fee
ListServes (per list, up to 750 members)	per month	N/A	N/A	N/A	\$175	\$175	\$175	\$25	\$25
Streaming Video Services – Base Charge	per month	\$150	\$150	\$150	\$100	\$100	\$100	\$175	\$175
Streaming Video Services-Add'l Bandwidth Charge (per Gig)	per month	\$10	\$10	\$10	\$6	\$6	\$6	\$15	\$15
Streaming Video Services- Additional Storage Charge (per Meg)	per month	\$10/10,000mb \$10/1GB	\$10/10,000mb \$10/1GB	\$10/10,000mb \$10/1GB	\$60	\$60	\$60	\$0.05	\$0.05
Available Buildings & Sites System	per month	N/A	N/A	N/A	\$200	\$200	\$200	\$100	\$120
Website Development & Design	per hour	Content Support = \$60 Urgent Content = \$75 Graphics = \$70	Content Support = \$60 Urgent Content = \$75 Graphics = \$70	Content Support = \$60 Urgent Content = \$75 Graphics = \$70	\$65	\$65	\$65	\$50	\$50
Website Updating	per hour				\$60	\$60	\$60	\$40	\$43
Programming	per hour	\$95	\$95	\$95	\$70	\$70	\$70	\$75	\$75
Mobile Solutions	per hour	N/A	N/A	N/A	\$65	\$65	\$65	\$75	\$75
Other Costs:		\$39,025	\$0	\$0	\$10,000	\$10,000	\$10,000	0	0
		One time initial design, content migration & implementation			Site reliability engineer responsible for site maint, server maint, site performance testing & routine jobs				
Texting		1-2,000 = \$0.04 ea 2,001-5,000 = \$0.03 ea > 5,000 = \$0.02 ea	1-2,000 = \$0.04 ea 2,001-5,000 = \$0.03 ea > 5,000 = \$0.02 ea	1-2,000 = \$0.04 ea 2,001- 5,000 = \$0.03 ea > 5,000 = \$0.02 ea					
Texting List		\$100/list when added	\$100/list when added	\$100/list when added					
Page Flipping Calameo		\$20/month	\$20/month	\$20/month					
Able to assume day-to-day hosting operations on 12/7/20?		Yes			Yes			Yes	
Comments									
Exceptions									
Addendums Acknowledged?		Yes			Yes			Yes	