

# **Mason County**



## **REQUEST FOR PROPOSAL Website Redesign Project**

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**Issue Date: April 9 2024**

**Due Date and Time: May 15, 2024 no later than 4:00 p.m.**

## **REQUEST FOR PROPOSAL**

Notice is hereby given that proposals will be received by Mason County, Washington for:

### **Website Redesign Project**

by filing with the Central Services department at 411 n. 5<sup>th</sup> street Shelton WA 98584 until:

Date: **May 15<sup>th</sup> 2024**

Time: **4:00 p.m.**

Proposals submitted after the due date and time may not be considered. Vendors accept all risks of late delivery of mailed proposals regardless of fault.

Detailed Request for Proposal (RFP) information including general information, general terms and conditions, requested services, proposal requirements and evaluation process is available on the County's website at <https://www.masoncountywa.gov/rfp/index.php>

Mason County reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the County to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the County to accept or contract for any expressed or implied services.

The successful Vendor must comply with Mason County equal opportunity requirements. The County is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

Dated this 9<sup>th</sup> day of April, 2024

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# Section 1. General Information

## 1.01 Introduction

Nestled between the Olympic Mountains and the Puget Sound, Mason County, Washington, embraces a vibrant tapestry of nature and community. Its 300 miles of rugged coastline, emerald forests, and serene lakes beckon explorers, while its charming towns and resilient spirit invite belonging. With a population of around 60,000, Mason County blends a rich history of timber and fishing with a growing arts scene and diverse economy.

## 1.02 Purpose of RFP

The objective of this Request For Proposal (RFP) is to solicit proposals to provide Mason County IT Department (the County) with the following services: Website Redesign and Development.

## 1.03 Definitions

County	Mason County, Washington, and its departments.
Vendor	The person or firm submitting the proposal and/or the person or firm awarded the contract.
Contract	The agreement to be entered into for services between the County and the Vendor who submits the proposal accepted by the County.
RFP	This Request for Proposal, including any amendments or other addenda hereto.
Selection Committee	The RFP Selection Committee is comprised of the RFP Coordinator (defined in Section 1.05) and other County staff.
Short List	Vendors selected to proceed for further evaluation.

## 1.04 RFP Coordinator/Communications

Upon release of this RFP, all vendor communications concerning this information request should be directed in writing to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other County employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the County.

The RFP Coordinator for this RFP will be:

Name: Todd Cannon  
Address: 411 N 5<sup>th</sup> St. Shelton WA. 98584  
Telephone: 360-427-5501  
Email: [Toddc@masoncountywa.gov](mailto:Toddc@masoncountywa.gov)

## 1.05 Preliminary Schedule

*These dates are estimates and are subject to change by the County.*

Event	Time & Date
Release RFP to Vendors	April 9, 2024
Vendor Questions Due	April 19, 2024 by 4:00 PM
Vendor Questions Answered	May 1, 2024
Proposal Responses Due	May 15, 2024
Interviews With Selected Vendors	June 5, 2024
Announce Apparent Successful Vendor	June 17, 2024
Contract Negotiations Complete	July 8, 2024
County Commission Approval	July 16, 2024
Signed Contract Delivered To Vendor	July 22, 2024

## 1.06 Response Format

Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposals should be on completeness, clarity of content and adherence to the presentation structure required by this RFP.

**Vendor proposals must be submitted in the format specified in Form #1 Proposal Form.** Please provide responses in the format provided. **Vendors that deviate from this format may be deemed non-responsive.**

## 1.07 Completeness of Proposal

The vendor must attach the **Form #1 Proposal Form** signed by a vendor representative authorized to bind the proposing firm contractually. This statement must identify any exceptions that the Vendor takes to the County's RFP, or declare that there are no exceptions taken to the RFP. **Vendors that fail to complete this step may be deemed unresponsive.**

## 1.08 Proposal Response Date and Location

Proposals must be submitted to the following locations no later than **May 15, 2024 at 4:00 pm PST.**

**Mason County building 1** – Proposals will be accepted at the reception desk on the first floor of Mason County building 1 located at 411 N. 5<sup>th</sup> St Shelton WA. All proposals and accompanying documentation will become the property of the County and will not be returned. Vendors accept all risks of late delivery of mailed proposal regardless of fault.

### **1.09 Required Number of Proposals**

A total of **one original and an electronic copy** of the vendor's proposal, in its entirety, must be received as specified in Section 1.06. Paper copies may **not** be submitted by facsimile transmission. The County, at its discretion, may make additional copies of the proposal for the purpose of evaluation only. The original proposal will include original signatures, in ink, by authorized personnel, on all documents that require an authorized signature.

### **1.10 Vendor's Cost to Develop Proposals**

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the County.

## Section 2. Terms and Conditions

### 2.01 Questions Regarding the RFP

Oral interpretations of the RFP specification are not binding on the County. Request for interpretation or clarification of the RFP specifications must be made in writing and submitted to Support Services at the address indicated in Section 1.08.

### 2.02 RFP Clarifications & Addendums

The County reserves the right to clarify or change the RFP or issue addendums to the RFP at any time. The County also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP.

In the event that it becomes necessary to revise any part of this RFP, the County will issue addenda on the County's website <https://www.masoncountywa.gov/rfp/index.php> It is the vendor's responsibility to confirm as to whether any addenda have been issued.

### 2.03 Withdrawal of Proposal

Proposals may be withdrawn at any time prior to the submission time specified in Section 1.04, provided **notification is received in writing**. Proposals cannot be changed or withdrawn after the time designated for receipt.

### 2.04 Rejection of Proposals

The County reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the County.

### 2.05 Code of Conduct for Competitive Solicitations

Definitions:

Solicitations – method of acquiring goods, services, and construction for public use in which offers are made to the County between two or more sources. Typical documents used by the County are titled: Invitation to Bid, Invitation to Quote, Request for Proposals, Request for Qualifications Request for Information, or any other method of obtaining competitive offers.

**Blackout Period:** The period between the time a solicitation is issued by the County and the time the County awards the contract.

**Lobbying:** The attempt to persuade or influence any County employees, officials, or representatives responsible for reviewing, evaluating, ranking or awarding the work or contract for goods or services for or against any solicitation; provided, however, that lobbying shall not include the submission of required materials in direct response to the solicitation according to the instructions to respondents in such solicitation.

**Conduct of Participants:** After the issuance of any **solicitation**, all bidders, proposers, contractors, consultants or individuals acting on their behalf are hereby prohibited from **lobbying** any County employee, official or representative at any time during the **blackout period**.



**Sanctions:** The County may reject the submittal of any bidder, proposer, contractor and/or consultant who violates the policy set forth herein.

## **2.06 Proposal Modification and Clarifications**

The County reserves the right to request that any vendor clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification of a proposal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

## **2.07 Proposal Validity Period**

Submission of a proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract that is negotiated between the County and the successful Vendor.

## **2.08 Proposal Signatures**

- 1) An authorized representative must sign proposals, with the vendor's address, telephone and email information provided. Unsigned proposals will not be considered.
- 2) If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- 3) If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- 4) If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- 5) The County reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

## **2.09 Public Records**

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to the County, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the County receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the County (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the County within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The County assumes no contractual obligation to enforce any exemption.

## **2.10 Non-Endorsement**

As a result of the selection of a vendor to supply products and/or services to the County, Vendor agrees to make no reference to the County in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the County.

## **2.11 Non-Collusion Certificate**

The proposal submitted for this RFP shall include the **Non-Collusion Certificate (Attachment "A")**.

## **2.12 Insurance Requirements**

The County will require the selected Vendor to comply with the **Insurance Requirements** listed in **Attachment "B"**.

## **2.13 Equal Opportunity and Title VI Requirements**

The County is an equal opportunity employer and requires all Vendors to comply with policies and regulations defined in the **Equal Opportunity and Title VI Requirements defined in Attachment "C"**. The Vendor, in the performance of the Contract, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age or physical handicap.

## **2.14 Non-Disclosure Agreement**

The County will require the selected Vendor to comply with the **Non-Disclosure Agreement** listed in **Attachment "D"**. Selected vendor will be required to execute this agreement.

## **2.15 Other Compliance Requirements**

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Vendor awarded the Contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

## **2.16 Cooperative Purchasing**

RCW 39.34 allows cooperative purchasing between public agencies (political subdivision) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with Mason County and which are actively participating may purchase from Mason County contracts. Only those public agencies who have complied with these requirements are eligible to use this contract.

Mason County does not accept any responsibility for purchase orders or contracts issued by other public agencies. The public agency accepts responsibility for compliance with any additional or varying

laws and regulations governing purchase by or on behalf of the public agency in question. Mason County accepts no responsibility for the performance of any purchasing contract by the Vendor, and Mason County accepts no responsibility for payment of the purchase price for any public agency.

### **2.17 Ownerships of Documents**

Any reports, studies, conclusions and summaries prepared by the Vendor shall become the property of the County.

### **2.18 Confidentiality of Information**

All information and data furnished to the Vendor by the County, and all other documents to which the Vendor's employees have access during the term of the Contract, shall be treated as confidential to the County. Any oral or written disclosure to unauthorized individuals is prohibited.

## Section 3. Requested Services

### 3.01 Duration of Services

The term of the Contract with the selected Vendor shall be from the date of execution of the Contract to the completion of the work defined within.

### 3.02 Vendor Information

The forms referenced below must be submitted with the vendor's proposal. **Please mark with an N/A** those areas that do not apply to your proposal. **Do not leave any space blank.**

Proposal Form - Complete **Form #1**

Company Information – Complete **Form #2**

Client References - Complete **Form #3**

### 3.03 Performance Expectations

If the vendor has had a contract terminated for default during the past five (5) years, all such incidents must be described. "Termination for default" is defined as notice to stop performance due to the vendor's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default.

Submit full details of all terminations for default experienced by the vendor during the past five (5) years, including the other party's name, address and telephone number. Present the vendor's position on the matter. The County will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor.

If the vendor has experienced no such termination for default in the past five (5) years, so declare.

If the vendor has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract, during the past five (5) years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

### 3.04 Cost Requirements

Since the County expects to complete a "not to exceed/fixed price" contract, the budget for the proposal must not exceed the specified amount, and must be broken down as to hours, hourly rates and expenses for each task and subtask. All prices are to be in U.S. dollars. All applicable taxes to be paid by the County must be separately shown.

Vendors must itemize the unit and extended price for each service proposed. In addition to the breakdown of costs described above, Mason County would like to have a quoted hourly rate for professional services that may be required to complete our project, but were not anticipated and included

in this RFP. The quoted rate(s) is expected to be applied for the duration of the project (as described herein). Please refer to **Attachment E** for all cost proposal details.

### 3.05 Timeline

The vendor shall include a timeline with its proposal showing when major milestones for tasks and subtasks will be completed considering the work start and completion dates as specified in section 1.05.

### 3.06 Scope of Services

#### **BACKGROUND:**

#### **Project Goals**

The overall goal of the project is to design and construct a website that supports our value of being a responsive government by: being an open, transparent County government that seeks involvement; provides high quality service at an excellent value, and is future focused. Below are desired elements to support these values:

- Usability
  - ❖ Make it easy for customers (residents, businesses, visitors, intergovernmental partners and other interested users) to navigate and find information and services.
  - ❖ The site must be ADA compliant and viewable/navigable on multiple platforms (including smart phones and tablets), resolutions and web browsers using responsive web design. Design and function should be focused on intuitive and familiar navigation mechanisms and prominently feature high-priority or targeted content for the various website user audiences.
  - ❖ The site must enhance integration with interactive applications such as social media.
  - ❖ Users will be able to create a personalized experience based on their preferences.
- Sustainability
  - ❖ Develop an information architecture that is efficient, easily understood and sustainable by staff in the future.
  - ❖ Implement a content management solution that can be maintained by both experienced web development staff as well as business users with no coding experience. Necessary functionality includes: the creation of templates, WYSIWYG editing to facilitate content management by novice users, ADA compliance, responsive design, content approval workflows, search engine and user friendly URL aliasing.
- Flexibility
  - ❖ Develop a framework that allows for regular site re-fresh cycles to maintain user interest and excitement.
- Marketing/Branding
  - ❖ The website helps promote the County's goals, identity and message. Webpages are visited by prospective businesses and prospective residents and the redesigned County website needs to be representative of the dynamic community and the vibrant County economy.

## **Technical Background**

The current Mason County website is powered by Linux, Apache, MySQL and PHP. The website consists of approximately 1300 URLs and 18,000 supporting assets (PDF, images, video, etc.). Additionally, the County utilizes several third-party applications/services to provide added functionality via the website. These systems include but are not limited to:

- ESRI web map gallery for online mapping
- Facebook, Twitter, for social media
- Google for site search and translation
- NeoGov for job applicants
- Several custom developed applications for Tax and Property information, Employee Directory, etc.

## **Site Visit Information**

The County's website averages more than 100,000 page views per month.

## **Site Governance**

The website is administered and governed by the Information Technology department of the County Support Services Office.

## **SCOPE OF WORK:**

The scope of this RFP encompasses all activities and procurements (hardware/software) to complete the platform as a service turnkey project. Only vendors that can deliver all required services for the project will be considered.

Mason County expects industry best practices to be outlined within the proposal and be followed for the delivery of all major components of the project.

## **Assumptions**

- County staff will be accessible and active participants throughout the project and able to make the necessary decisions to move the project forward in accordance with predefined timelines.
- The County will have overall project management responsibility; the selected vendor will provide a project manager for its staff and deliverables.
- The IT Steering Committee will serve as the website redesign steering committee. The redesigned website may be either vendor hosted. Mason County aspires to achieve a high-quality website consistent with government sites that have won national awards.

### 1. Website redesign

A high level of emphasis should be placed on user experience (UX), ease of use, and design simplicity. All decisions will primarily be made from the customer's perspective.

- a. Conduct usability analysis
    - i. Stakeholder interviews (IT Steering Committee)
      - Facilitate and conduct requirements meeting
      - Describe methodology to obtain representation from the diverse spectrum of decision makers, individuals, businesses, community groups and associations.
      - Provide gap analysis report to County staff on current website and demands of site users.
    - ii. Develop content standards, guidelines, and implementation plan.
    - iii. Review current website usage trends.
    - iv. Evaluate usability pitfalls
    - v. Search discovery
    - vi. Accessibility requirements and guidelines
  - b. Establish clear key performance indicators (KPIs)
  - c. Redesign website
    - i. Responsive design - allow user experience to be device/browser agnostic.
    - ii. New look and feel.
      - Design (photography, graphics, mood, nimble: reflection of current County priorities)
      - Information architecture and classification content placement, navigation, standards)
    - iii. Content
      - Tagging
      - Page/application development
      - Template design for current applications
    - iv. HTML5
    - v. CSS3
    - iv. ADA compliant - WAI, WCAG level AA, Section 508, including interactive content (e.g. videos)
    - vii. Search engine optimization (SEO)
    - viii. Site maps
    - ix. Wireframes
    - x. Style guide
2. Web content management system migration, setup, and deployment
- a. Migration
    - i. Initiate and assist in website cleanup
    - ii. Migrate existing static website data
    - iii. Perform quality assurance of data migration
  - b. Setup
    - i. CMS programming
      - 1. Security
      - 2. Online forms
      - 3. Site visitor data gathering
      - 4. Functionality Requirements

- a. HTML5 & CSS3 compliant
- b. ADA compliance
- c. Admin/editing console is device agnostic, e.g. desktop, phone, and tablet
- d. Scalable
- e. Page/Content templates
- f. Multiple content areas per page
- g. Audience targeting
- h. WYSIWYG authoring/editing
- i. In-Page (real-time) editing
- j. User and group management
- k. Group-based permission system
- l. ADFS support to allow for single sign-on by editors
- m. Multifactor authentication support
- n. Digital asset management
- o. Audit trail/logging (change management)
- p. Lifecycle management
- q. Content approval (workflow)
- r. Versioning
- s. URL / page aliasing (ie: masoncountywa.gov/assessor not masoncountywa.gov/33)
- t. URL / page redirection
- u. Meta tag enforcement/requirement
- v. Site search
- w. Site analytics – internal or ability to integrate with leading vendors (ie: Google Analytics, etc)
- x. Multiple language support that is also culturally appropriate (i.e. not a direct English to target language translation)
- y. Event management (calendar)
- z. Allow content editors to easily–without admin/ development staff involvement – create/insert:
  - i. Polls/surveys
  - ii. Photo albums/slideshows
  - iii. Interactive forms
  - iv. Video
- aa. Create multiple sites (new domain, sub-domain or microsite)
- bb. Generate menu/navigation via site map.
- ii. Create training program and conduct CMS training (approx. 50 users)
  - Onsite training or equivalent
  - Train-the-trainer approach is prohibited.
- iii. Develop and implement web governance.
  - Assist in developing content publishing standards and a visual style guide for use with any County web property.
  - Roles and responsibilities of content development
  - Workflow
    - o Approval processes
    - o Publishing processes
  - Archival retention and maintenance
- iv. Setup and configure a controlled hosting/server environment
  - 1. Acquisition of CMS
  - 2. Provide at least two years of hosting
- v. OR, setup and configure website to be self-hosted by County on premise
  - 1. Microsoft platform utilizing Windows, IIS and MS SQL



- c. Deployment
    - i. Hands-on migration from existing system
    - ii. Auditing/quality control process and measures
    - iii. Testing procedures of design, development, deployment stages
    - iv. Provide source code and supporting documentation
3. Web operations (development, operations, tuning, maintenance, and repair)  
 Ongoing maintenance/support and development for two years with a minimum 10 hours per month retainer with a month-to-month roll over plan
- a. Support strategy (24 month period)
    - i. Website go-live date
    - ii. Post go-live review
    - iii. Review of site analytics
    - iv. Performance measurements
  - b. Website Strategy Plan
    - i. Future roadmap (24 month period)
      - Short-term goals
      - Long-term goals
    - ii. Site tuning
    - iii. Ongoing maintenance
    - iv. Continue site improvement
    - v. Roadmap for features/functionality/widgets and design work in future releases
4. Project Management  
 The County desires to partner with the selected consultant to work as a team during the project rather than the consultant working independently. Describe your plan for working with staff to ensure that the end product meets the County's goals and outcomes.
- a. Philosophy and approach to project management
  - b. Delivery lifecycle
    - i. Requirements
    - ii. Prototyping
    - iii. Detailed design
    - iv. Testing
    - v. Implementation
    - vi. Close out, including documentation
  - c. Project Planning Documents
    - i. Defined schedule using Microsoft Project which includes, but not limited to:
      - 1. Migration/redesign/operations roadmap

2. Work breakdown structure – must include project deliverables
  3. Gantt charts
  4. Timelines with associated tasks and responsibilities of vendor and County staff
  5. Estimated hours of County staff – both IT and its customers – and the selected vendor’s assistance by type of professional (e.g., network specialist; compliance specialist; project manager)
  6. Required technical configurations and task sequences with dependencies
  7. Major milestone list with completion dates
  8. Stage gates and deliverable sign-offs
  9. Identify which services will be performed onsite versus remotely
- d. Communication Plan
    - i. Onsite project team kick-off meetings
    - ii. Website redesign mockup presentations with County staff
    - iii. Weekly status reports/burndown charts
    - iv. Meetings/stand ups
    - v. Prototype reviews
  - e. Quality Management Plan
  - f. Risk Management Plan

Other deliverables as agreed to between the County and the selected vendor’s Project Manager which could require a County “Change Order.”

All deliverables will be developed with input from the County and will not be considered accepted until County staff reviews and approves the deliverables as to their accuracy and quality. When practical and as determined by the County, the vendor shall submit all deliverables in both electronic and hardcopy media.

**PROJECT COSTS AND TIMELINE:**

The County is seeking a fixed price proposal.

This project is anticipated to be awarded in July 2024. The project is anticipated to be completed in Q1 2025.

## Section 4. Proposal Evaluation and Vendor Selection

### 4.01 Evaluation Procedures

Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a vendor's proposal and how well the proposal meets the needs of the County. In evaluating the proposals, the County will be using a criteria evaluation process. Evaluations will be based on criteria as outlined in Section 4.02. All proposals will be evaluated using the same criteria and possible points.

### 4.02 Scoring and Evaluation Factors

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the County may select other than the lowest cost proposal. The objective is to choose the vendor capable of providing quality vendor services that will help the County achieve the goals and objectives of the requested services within a reasonable budget.

Evaluations will be based on criteria as defined below. All proposals will be evaluated using the same criteria and possible points.

<b>Evaluation Criteria</b>	<b>Possible Points</b>
<b>Responsiveness/Completeness of Proposal (i.e., Were all the forms completed and everything included that was required by the RFP? Were explanations in Comments or Additional Information areas adequate?)</b>	<b>5</b>
<b>Experience/Qualifications (i.e., Vendor's experience working within the requested services arena; vendor's experience working with municipalities; vendor's ability to successfully complete the scope of services on time and on budget; vendor's ability to successfully work with County staff; vendor's references)</b>	<b>20</b>
<b>Scope of Services (i.e., Does the vendor understand what it will take to successfully achieve the goals and objectives of the requested services? Did the vendor propose any revisions and/or changes to the draft Scope of Services that would better serve the County?)</b>	<b>45</b>
<b>Budget (i.e., Does the budget seem reasonable for the scope of services proposed; does the budget provide the County good value?)</b>	<b>15</b>
<b>Timeline (i.e., Can the scope of work be completed within the County's timeline; is the vendor investing the appropriate project resources to complete the project within the timeline?)</b>	<b>15</b>
<b>Total Points Possible</b>	<b>100</b>

### 4.03 Selection Process

After the proposals are evaluated, the Selection Committee will determine whether formal presentations

(product demonstration) and interviews are necessary, and if so, which vendors from the 'short list' may be invited to make a formal presentation and/or sit for a panel interview with the Selection Committee. At this time, The County may choose to contact officials from other jurisdictions regarding the vendor, their prior work experience and their ability to successfully complete the scope of services. The County may request clarification or additional information from a specific vendor in order to assist in the County's evaluation of the proposed solution.

Two finalists may be announced and, at the County's option, invited back for follow up demonstrations and questions. Proposed project managers and key team members, as named in the proposals, are required to be in attendance. Other team members are strongly encouraged to be present as well. The Selection Committee will then formulate their recommendation for award of the Contract.

#### **4.04 Contract Award and Execution**

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

The County may require changes in the scope of services as deemed necessary by the County, before execution of the Contract. The County shall not be bound or in any way obligated until both parties have executed a vendor contract.

The general conditions and specification of the RFP and the successful Vendor's response, as amended by Contract between the County and the successful Vendor, including e-mail or written correspondence relative to the RFP, will become part of the Contract documents. Additionally, the County will verify vendor representations that appear in the proposal. Failure of a vendor to perform services as represented may result in elimination of the vendor from further competition or in Contract cancellation or termination.

The vendor selected as the apparently successful Vendor will be expected to enter into a contract with the County. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final contract.

If the selected Vendor fails to sign the Contract within ten (10) business days of delivery of the final Contract, the County may elect to cancel the award and award the Contract to the next-highest ranked vendor.

No parties may incur any cost chargeable to the proposed contract before the date of execution of the Contract.

## Website Redesign Project

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### Form #1 Proposal Form

<b>Vendor Name</b>	
<b>Vendor Address</b>	
<b>County, State, Zip Code</b>	
<b>Telephone #</b>	
<b>Email Address</b>	

**1. Response:**

In response to the County's Request for Proposal, we offer the following:

**I. Cover Letter**

Signed by vendor representative authorized to bind the proposing firm contractually.

**II. Table of Contents**

**III. Executive Summary**

A one-page high-level overview of the solution being proposed.

**IV. Responses to Form 2 - Vendor Information Requirements**

Complete all the information requested in Form #2.

**V. Responses to Section 3.04 - Cost Requirements**

Please include your itemized cost proposal as described in section 3.04.

**VI. Responses to Section 3.06 – Scope of Work**

Explain how you will complete the scope of work described in section 3.06. Include a proposed timeline as described in section 3.05.

**VII. Attachments**

**Please provide the following as attachments to your proposal:**

- A. Non-Collusion Certificate (Attachment A).**
  - This certificate must be notarized.

- B. Insurance Requirements (Attachment B).**
  - Please provide evidence of insurance in the required amounts or a statement indicating vendor will obtain required insurance if awarded the contract.
- C. Equal Opportunity and Title VI Requirements (Attachment C).**
  - Please complete and sign the Affidavit of Equal Opportunity and Title VI Compliance form.
- D. Non-Disclosure Agreement (Attachment D).**
  - Please complete and sign the Non-Disclosure Agreement.

**2. Exceptions:**

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the County's Request for Proposal.

**Signed:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## Website Redesign Project

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### Form #2 Vendor Information Requirements

#### Company Information

Question	Vendor Answer
<b>Website Address</b>	
<b>Name of Person to be contacted concerning the proposal</b> <b>Title</b> <b>Address</b> <b>Telephone Number</b> <b>Fax Number</b> <b>Email Address</b>	
<b>Name of parent company, if applicable</b> <b>Home Office Address</b> <b>Telephone Number</b> <b>Website Address</b>	
<b>Describe the parent company's relationship with the vendor</b>	
<b>Does the person signing the proposal have the authority to sign on behalf of the vendor?</b>	
<b>Names of companies that will share significant and substantive responsibilities with the vendor in performing the scope of services under the Contract</b>	
<b>Length of time in business</b>	
<b>Gross revenue for the prior fiscal year (in US dollars)</b>	

## Project Staff Information

Please copy the table below and complete for each of the key project staff members (including subcontractors) who will be involved in this project.

<b>Staff member name</b>	
<b>Position in the company</b>	
<b>Length of time in position</b>	
<b>Project position and responsibilities</b>	
<b>Hours dedicated to project onsite</b>	
<b>Hours dedicated to the project Remotely</b>	
<b>Education</b>	
<b>Certifications</b>	
<b>Previous work experience</b>	
<b>Technical skills and qualifications for the project</b>	



**Website Redesign Project**

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**Form #3 Client References**

Please duplicate form and provide five client references.

<b>Client Name</b>	
<b>Contact Name</b>	
<b>Title</b>	
<b>Phone Number</b>	
<b>Email Address</b>	
<b>Type of Services Provided</b>	
<b>Services Provided Similar to the County's requirements?</b>	<input type="checkbox"/> <b>Yes – Explain similarities:</b>  <input type="checkbox"/> <b>No – Explain differences:</b>



# **Attachment “B” INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the County.

## **A. Minimum Insurance**

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.
2. Commercial Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
3. Stop Gap/Employer’s Liability coverage with limits not less than \$1,000,000 per accident/disease.
4. Workers’ Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
5. Consultant’s Errors & Omissions or Professional Liability with limits not less than \$1,000,000 per claim or as an annual aggregate.

## **B. Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the County.

## **C. Other Provisions**

1. Commercial General Liability policies shall be endorsed to:
  - a. Include the County, its officials, employees and volunteers as additional insureds,
  - b. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the County,
2. Contractor or its Insurance Agent/Broker shall notify the County of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurers’ notification to that effect.

## **D. Acceptability of Insurers**

Unless otherwise approved by the County, insurance provided pursuant to the requirements herein shall be by insurers authorized to do business in the state of Washington and with a minimum A.M. Best rating of A-:VII.

## **E. Verification of Coverage**

Contractor shall furnish the County with certificates of insurance required by this clause. The certificates are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

## **F. Subcontractors**

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.

# Attachment “C”

## EQUAL OPPORTUNITY & TITLE VI REQUIREMENTS

### **General Instructions**

Applications: The following materials pertain to the Equal Opportunity Requirements of Mason County as set forth in Chapter 2.164.121 of the County Code. All contractors, subcontractors, consultants, vendors and suppliers who contract with the County in a total amount of thirty-five thousand or more within any given year, or as requested by Mason County, must comply with these requirements.

Affidavit: Before being considered for a contract of the magnitude listed above, all contractors will be required to submit the “Affidavit of Equal Opportunity Compliance” as part of their proposal/qualifications or upon the request of the Purchasing Manager.

Compliance: Mason County reserves the right to randomly select contractors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit, the contractors, etc. will be asked for a specific demonstration of compliance with the requirements.

Noncompliance: A finding of a noncompliance may be considered a breach of contract and suspension or termination of the contract may follow.

County contact: RFP Coordinator (see information above) 

Willful disregard of the County’s nondiscrimination and affirmative action requirements shall be considered breach of contract and suspension or termination of all or part of the contract may follow.

All contractors, subcontractors, vendors, consultants or suppliers of the County required to take affirmative action must sign the affidavit of compliance and submit with the bid proposal or upon the request of the RFP Coordinator. All documents related to compliance steps listed above shall be presented upon the request of the RFP Coordinator. The RFP Coordinator shall serve as the compliance officer for the County and is authorized to develop and issue procedures for the administration of this section.”

## **Affidavit of Title VI Compliance Section**

### **Assurances for Contractors, Subcontractors, Consultants, Suppliers and Manufacturers.**

- **Compliance with Regulations:** The Vendor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, and as may be requested by the County, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The Vendor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Vendor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the Vendor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Vendor of the Vendor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- **Information and Reports:** The Vendor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Mason County or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Vendor is in the exclusive possession of another who fails or refuses to furnish this information, the Vendor shall so certify to Mason County or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the Vendor's noncompliance with the nondiscrimination provisions of this contract, Mason County and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the Vendor under the contract until the contractor complies, and/or;
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions.** The Vendor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Vendor shall take such action with respect to any subcontractor or procurement as Mason County or the US Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Vendor may request Mason County enter into such litigation to protect the interests of the County and, in addition, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

# AFFIDAVIT OF EQUAL OPPORTUNITY & TITLE VI COMPLIANCE

\_\_\_\_\_ certifies that:

Respondent

1. If necessary to recruit additional employees, it has:
  - a. Notified relevant minority and women's organizations, or
  - b. Hired through a union hall with an equal opportunity policy.
  
2. It intends to use the following listed construction trades in the work under the contract:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. In sourcing subcontract work for trades listed above, it has notified in writing appropriate minority and women contractors of bids for subcontract work.
4. It will obtain from its subcontractors and submit upon request, an Affidavit of Equal Opportunity Compliance as required by these bid documents.
5. It has provided a written statement to all new employees or subcontractors indicating its commitment as an equal opportunity employer.
6. It has considered all eligible employees for promotion or advancement when promotion or advancement opportunities have existed.

By: \_\_\_\_\_  
(authorized signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Attachment "D"

## MASON COUNTY NON-DISCLOSURE AGREEMENT (STANDARD RECIPROCAL)

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of the later of the two signature dates below by and between MASON COUNTY, a Municipal corporation ("COB"), and \_\_\_\_\_ corporation ("Company") and is entered into for website redesign services.

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT AND THE MUTUAL DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definition of Confidential Information and Exclusions.

- (a) "Confidential Information" means nonpublic information that a party to this Agreement ("Disclosing Party") designates as being confidential to the party that receives such information ("Receiving Party") or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party. "Confidential Information" includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Disclosing Party software or hardware products, the marketing or promotion of any Disclosing Party product, Disclosing Party's business policies or practices, and information received from others that Disclosing Party is obligated to treat as confidential. For purpose of this agreement, this confidential information also includes but is no limited to the following types of information, whether in writing or not: all documentation, other tangible or intangible discoveries, ideas, concepts, drawings, specifications, techniques, data or any other information including any information the Disclosing Party obtains from another party which the Disclosing Party treats as proprietary or designates as confidential information whether or not it is owned by the Disclosing Party. Except as otherwise indicated in this Agreement, the term "Disclosing Party" also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates of the Receiving Party. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, controls, are controlled by, or are under common control with a party.
- (b) Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party pursuant to the terms of this Agreement; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; (iv) is independently developed by Receiving Party.

2. Obligations Regarding Confidential Information

- (a) Receiving Party shall:
  - (i) Refrain from disclosing any Confidential Information of the Disclosing Party to third parties for two (2) years following the date that Disclosing Party first discloses such Confidential Information to Receiving Party, except as expressly provided in Sections 2(b) and 2(c) of this Agreement;
  - (ii) Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than prevailing standard of reasonable care in the Receiving Party's industry, to keep confidential the Confidential Information of the Disclosing Party;
  - (iii) Refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information of the Disclosing Party except in pursuance of Receiving Party's

business relationship with Disclosing Party, and only as otherwise provided hereunder; and

- (iv) Refrain from reverse engineering, decompiling or disassembling any software code and/or pre-release hardware devices disclosed by Disclosing Party to Receiving Party under the terms of this Agreement, except as expressly permitted by applicable law.
- (b) Receiving Party may disclose Confidential Information of Disclosing Party in accordance with judicial action, federal or state public disclosure requirements, state or federal regulations, or other governmental order or requirement of law, provided that Receiving Party either (i) gives the undersigned Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. In the event the Disclosing Party elects to obtain a protective order or equivalent, or legally contest and avoid such disclosure, the Receiving Party shall fully cooperate with the Disclosing Party.
- (c) The undersigned Receiving Party may disclose Confidential Information only to Receiving Party's employees and consultants on a need-to-know basis. The undersigned Receiving Party will have executed or shall execute appropriate written agreements with third parties sufficient to enable Receiving Party to enforce all the provisions of this Agreement.
- (d) Receiving Party shall notify the undersigned Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party and its employees and consultants, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. Upon discovery of an inadvertent or accidental disclosure, the Receiving Party shall promptly notify the Submitting Party of such disclosure and shall take all reasonable steps to retrieve the disclosure and prevent further such disclosures. If the foregoing requirements are met, a Receiving Party shall not be liable for inadvertent disclosure.
- (e) The restrictions herein shall not apply with respect to Confidential Information which:
  - (i) Is or becomes known to the general public without breach of this Agreement; or
  - (ii) Is or has been lawfully disclosed to a Receiving Party by a third party without an obligation of confidentiality;
  - (iii) Is independently developed by a Party without access to or use of the Confidential Information; or
  - (iv) At the end of the period of confidentiality set forth in this agreement.
- (f) All tangible information, including drawings, specifications and other information submitted hereunder, by the Receiving Party to the other shall remain the property of the Disclosing Party. The Receiving Party promptly shall return Confidential Information, including all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to the Receiving Party, and shall cease any further use thereof, upon the first to occur of the following events:
  - (i) written request of the Submitting Party;
  - (ii) termination of this Agreement; or
  - (iii) completion of the purpose for which the Confidential Information was disclosed. In lieu of the foregoing, the Receiving Party, upon mutual consent, may destroy all copies of the Confidential Information and certify to the Submitting Party in writing that it has done so.
- (g) The receiving Party shall not export, directly or indirectly, any Confidential Information or any products utilizing such data unless it first complies with any applicable laws and regulations pertaining thereto, including, but not limited to, U.S. export laws or traffic in arms regulations.

### 3. Remedies



The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Miscellaneous

- (a) All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Disclosing Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein. Except as expressly herein provided, no rights, licenses or relationships whatsoever are to be inferred or implied by the furnishing of Confidential Information specified above or pursuant to this Agreement.
- (b) The terms of confidentiality under this Agreement shall not be construed to limit either the Disclosing Party or the Receiving Party's right to independently develop or acquire products without use of the other party's Confidential Information. Further, the Receiving Party shall be free to use for any purpose the residuals resulting from access to or work with the Confidential Information of the Disclosing Party, provided that the Receiving Party shall not disclose the Confidential Information except as expressly permitted pursuant to the terms of this Agreement. The term "residuals" means information in intangible form, which is retained in memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The Receiving Party shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this sub-paragraph shall not be deemed to grant to the Receiving Party a license under the Disclosing Party's copyrights or patents.
- (c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, the Receiving Party, their agents, or employees, but only by an instrument in writing signed by an authorized employee of Disclosing Party and the Receiving Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (d) If either the Disclosing Party or the Receiving Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. This Agreement shall be construed and controlled by the laws of the State of Washington, and the parties further consent to exclusive jurisdiction and venue in the federal courts sitting in King County, Washington, unless no federal subject matter jurisdiction exists, in which case the parties consent to the exclusive jurisdiction and venue in the Superior Court of King County, Washington. Company waives all defenses of lack of personal jurisdiction and forum non-conveniens. Process may be served on either party in the manner authorized by applicable law or court rule.
- (e) This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that neither party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the other party. Any attempted assignment in violation of this Section shall be void.
- (f) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

- (g) Either party may terminate this Agreement with or without cause upon ninety- (90) days prior written notice to the other party. All sections of this Agreement relating to the rights and obligations of the parties concerning Confidential Information disclosed during the term of the Agreement shall survive any such termination.
- (h) This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Any exchange of Confidential Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of any further contract or amendment to any contract which may exist between the Parties. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Each Party shall act as an independent contractor and not as an agent of the other for any purpose whatsoever and neither shall have any authority to bind the other. Moreover, this Agreement shall create no obligation by either Party to disclose any particular kind or quantity of information to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COMPANY: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

MASON COUNTY  
 411 North 5<sup>th</sup> St  
 Shelton, WA 98584

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## Attachment “E” PRICING

Please complete this attachment by indicating all costs associated with each product and/or service included in the proposal. Also include aggregate pricing if price advantages are available.

Project Phase	Proposed Cost
Website Redesign (SOW section #1)	
Discovery	\$
Prototyping	\$
Design	\$
<i>Sub-Total SOW section #1</i>	\$
Build (scope of SOW section #2)	
CMS (migration, setup, deployment)	\$
Support (SOW section #3)	\$
Hosting	\$
CMS (cost of software)	\$
Project Management (SOW section #4)	\$
<b>Total</b>	\$

# Attachment “G”

## Information Security Requirements

Consultants with access to County data or systems shall provide their services in a manner consistent with the County’s Information Security policies. This includes, but is not limited, to ensuring that user accounts are known only by the individual assigned access, and not shared with anyone unless approved by the County in advance. If Consultants have remote access into systems with County data, Consultants shall ensure that the remote access is conducted from IT systems which have the latest security patches, multifactor authentication, anti-virus, and malware signatures.

Consultants are required to protect County data per the following table:

<b>Critical</b>	<p>The most private and restricted type of data stored, processed or transmitted by the County (e.g. credit card data, individually identifiable health information, social security numbers). This type of data must be strictly monitored and controlled at all times.</p> <p>When in electronic form, such data must be stored and transmitted in encrypted form. The data also must be version controlled, and must not be sent or taken outside of the County without explicit permission of a County department manager or the data owner. Such data must only be sent to business partners who have executed an approved non-disclosure agreement (NDA) with the County.</p> <p>Unauthorized disclosure or use of such data would violate laws, regulations or standards and/or cause a significant adverse impact to the County, its citizens, or business partners.</p>
<b>Confidential</b>	<p>Data that is private and restricted (e.g. detailed information about the County’s security controls or computer network, citizen account information, employee performance reviews). This includes data which by statute is specifically exempted from public disclosure. Such data must be restricted to those having a need for specific access in order to accomplish a legitimate task.</p> <p>When in electronic form, such data may be stored and transmitted in encrypted form. The data must not be sent or taken outside of the County without explicit permission of a County department manager or the data owner. Such data must only be sent to business partners who have executed an approved non-disclosure agreement (NDA) with the County.</p> <p>Unauthorized disclosure or use of such data may violate laws, regulations or standards and/or would likely cause a significant adverse impact to the County, its citizens, or business partners.</p>

A Contractor responsible for providing managed hosting services (such as hosting a website on behalf of the County), the Contractor shall ensure that website, access control systems, and supporting Operating Systems and Applications are secure. At a minimum, this includes an annual review of all users with access to the systems, applications, and code provided by Contractor, an annual independent security assessment which includes vulnerability scans, network and application layer penetration tests, code reviews. Independent shall mean that the persons conducting the security assessment will be independent of the design, installation, or maintenance of the systems. Contractor shall have a centralized logging, monitoring, and alerting systems in place such as an Intrusion Detection System (IDS) or Log Management Server. All systems which store, process, or transmit County data shall have updated anti-virus and updated security patches for all software that is no later than 30 days old.

These requirements are not substitutes for the Contractor's obligations under applicable regulatory requirements including, but not limited to, the Payment Card Industry (PCI), Criminal Justice Information System (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), or State Laws. If Contractor has access or retains data that is considered critical or confidential by the County, Contractor acknowledges that it will properly turn over or destroy all data upon termination of the contract. Contractor agrees at reasonable times to provide to the County or to its assignees, the audit rights for all physical locations, systems or networks that store, process, or transmit data on behalf of the County, and will provide access to the independent security assessments within one (1) business day.

Contractor shall provide prompt notice to the County of any confirmed or suspected security breach affecting the County's data or informational infrastructure that supports the County's contracted services. Prompt notice shall mean within four (4) hours of discovery of the confirmed breach. Notice will be provided by e-mail and telephone to County's primary technical contact and primary business contact.