

**Request for Proposal  
for  
Web Site Planning and Development Services**



RFP Circulation Date:  
4/9/2014

Proposal Submission Deadline:  
5/14/2014

## I. PROJECT OVERVIEW

The City of Sun Prairie is seeking a qualified website development firm to assist the City with rebuilding its web site. The project will be handled in two distinct phases; a Discovery and Planning phase and a Design, Development and Implementation phase. The City plans to award a contract for phases 1 and 2 independently of one another. Responses to this RFP must clearly delineate the deliverables and cost for each phase. The City reserves the right to negotiate an ongoing maintenance and support agreement with the selected firm.

The goal of this project is to create an attractive, customer-focused website that allows the users to navigate the website intuitively. The website must incorporate a robust content management component and tools. The most current technologies must be utilized to provide current, interactive content to the community 24 hours a day, seven days a week.

The City's existing Internet website is located at: [www.cityofsunprairie.com](http://www.cityofsunprairie.com). The current website contains general City information including separate pages/sections for City departments, City services, the community, specific events and functions.

Inquiries regarding this Request for Proposal shall be directed to:

Randy Tyler, Director of Information Technology  
300 E. Main Street  
Sun Prairie, WI 53590  
[rtyler@cityofsunprairie.com](mailto:rtyler@cityofsunprairie.com)

All questions must be submitted in writing or email by no later than 5/7/2014. The City will respond to submitted questions. The questions and the answers submitted will be sent to all participating vendors, and will be posted on the City's existing website. The City of Sun Prairie will not respond to phone calls.

Please submit an original plus one electronic copy of the proposal to:

City of Sun Prairie  
**Attn: Randy Tyler**  
300 E. Main Street  
Sun Prairie, WI 53590

**Proposals must be received at the office no later than 4:30 p.m. on 5/14/2014.** No late proposals will be accepted.

### **III. SCOPE OF PROJECT**

The City of Sun Prairie is seeking the services of a knowledgeable website developer experienced in planning, designing and implementing websites. The company must have a proven track record and provide references, and work samples substantiating their ability to develop an innovative, interactive design concept that is executable. The website design and implementation must be interactive and user friendly to enable our citizens, visitors, and businesses to easily navigate our website and find the information they need in the most efficient manner.

In addition, it is the City's intention to expand the current usefulness of the website. Future needs and functionality should be demonstrated in the proposal. The successful firm must have substantial experience in website design, development, implementation, and maintenance.

The project will involve utilizing information posted on the current website as well as implementation of new information, products, and features as recommended by the City and the selected company.

For the Discovery and Planning phase of the project, respondent must, at a minimum, complete the following steps:

- A. Review the current site, preparing a detailed critique of its strengths and weaknesses in aspects of design, content, implementation and ease of use.
- B. Meet with the City's "Web Team" to discuss the results of the review above and query the team for desired features, improvements and additions to the site.
- C. Meet with representatives from up to five departments designated by the web team to discuss their specific needs for the site. City staff will facilitate setting up the meetings. On site meetings are preferred, but an interactive web based meeting will be considered.
- D. Review current Google Analytics for the site. Interpret the results, and provide recommendations for improving the site.
- E. Provide a draft plan and meet with the web team for comments and questions prior to finalizing the Discovery and Planning document.
- F. Provide a detailed plan for rebuilding the site, including recommended content management system, host, design parameters, security configuration and all other items detailed in the following Website Requirements section.

For the Design, Development and Implementation phase of the project, respondent must implement the plan developed in phase one. The City

reserves the right to negotiate with contractor to add or remove features from the plan or otherwise change the design of the site.

Respondents are encouraged to contact the City with any questions or concerns via e-mail to [rtyle@cityofsunprairie.com](mailto:rtyle@cityofsunprairie.com)

## **Website Requirements**

The current City website was developed in-house over the past year on the Drupal platform. Developing in-house led to a number of challenges that we are not able to overcome, hence our desire to hire an outside firm to assist us. Although the current site was developed on Drupal, we will consider proposals utilizing other platforms.

The goal of the City's website is to serve as a public information and communication portal, providing access to public services, as well as providing a wealth of easily accessible information for citizens, visitors, businesses, prospective businesses, and government agencies. The website must also provide tools to streamline business operations. The new website must provide the following:

- A. Branding/Common Theme/Consistent Design: Establish a unified theme throughout the City's website. However, the established theme should also provide the flexibility to allow for different City functions and some level of individuality and/or functionality between City functions and departments. These themes should be easily updatable or modifiable on a site-wide basis.
- B. Responsive Design – Craft a site that provides an optimal viewing experience, with ease of readability and a minimum of resizing, scrolling or panning required, across a wide range of browser, operating system and device platforms.
- C. Navigation: Provide hierarchical menu structure with consistent orientation and content flow, and support for breadcrumb navigation and dynamic site mapping. Website addresses (URL's) should be short, consistent, and easily identified by end users for navigational ease.
- D. E-Government: Provide capability to implement/support online transactions (utilities payments, recreation class registration, secure credit card payments, business license applications, building permit applications, employment applications) via links to third-party applications, and allow for developing new applications as part of website framework.
- E. Subscription Services: Provide capability to subscribe to variety of City documents and email or text notices with links to chosen documents (agendas, minutes, press releases, meeting advisory, etc.). Integration with social media, RSS feeds and SMS based notification services is

highly desirable.

- F. Streaming Audio/Video: The Sun Prairie Media Center currently provide live and on-demand streaming of a number of City meetings and events. Include the ability to link to specific content on the Media Center system.
- G. Form Printing: Website must have links or embedded plug-ins such as Adobe Reader for opening, viewing, and printing static forms.
- H. Interactivity: Allow for interactivity. Include email response, surveys, feedback, online forms, and access to various City calendars. Incorporate the ability for users to complete interactive on-line forms and populate data in an SQL database.
- I. Search: Provide comprehensive search capability using search engines, tags, keywords, and a site map.
- J. Reporting: Provide ability to track page hits per City departments/ functions/individual pages and allow for reporting function and statistics that display total pages, popular pages, browsers used, etc. Use of Google Analytics is mandatory.
- K. Social Networking: Provide capability to utilize social media tools (Twitter, Facebook, YouTube, etc.) for the delivery of government services online.
- L. Multiple Languages Support: Provide capability to translate website content to multiple languages (using Google Translator, Bing Translation or other existing tools)
- M. RSS Feeds: provide capability to integrate RSS feeds.
- N. GIS – Leverage City’s existing PrairieMaps web site to provide GIS services to site visitors.

## **Other Requirements and Features**

- 1) The website must be in compliance with the Americans with Disabilities Act (Section 508c). Please provide suggestions regarding accessibility.
- 2) The website must be designed and tuned for high-speed upload/download response times for both low and high bandwidth.
- 3) The website must be compatible with most common software and hardware platforms. Please identify this information in your proposal.
- 4) The website must be compatible with current versions of most commonly used browsers. Please indicate browser compatibility with your response.
- 5) The website must be designed for continuous operation 24/7 except for scheduled maintenance times.
- 6) Graphic files must be relevant to the site and designed for the quickest loading.
- 7) Multiple calendars must be supported. Ability to add calendars as needed.
- 8) All content and documents should be in HTML, Portable Document Format (PDF), or in a format approved by the City to provide ease of viewing, printing, and downloading, and in alternate ADA acceptable download formats. Developer to certify ADA compliance.
- 9) Website must be portable and easily scalable to allow for new functions and applications. City will own the code. All required software should be easily upgradable. Should allow for easy updates to the site without significant disruption of access to the site.
- 10) Information currently posted on the website must be included in the proposal. New website will feature existing and/or new content. Content will be provided by City staff. Option for the conversion of existing content and/or providing technical assistance for the conversion of existing online interactive applications must also be included. Provisions for providing this style of integration with third party applications must also be included.
- 11) Content Management System – Respondent should include in the proposal the software used for content management. Content Management System needs to be structured for maintenance and

updating capabilities by non-technical staff. Initial cost and ongoing support and maintenance cost for the content management system must be detailed in the proposal.

The Content Management System should include:

- a) Highly structured and clearly defined approval level process
  - b) User applications that are consistent across the platform in regards to editing/adding/deleting content
  - c) Ability to add/edit/delete images
  - d) Ability to add/edit/delete documents
  - e) Ability to add/edit/delete pages, sections, functions
  - f) Ability to add/edit/delete hierarchical menu items
  - g) Ability to add/edit/delete calendars
  - h) Ability to establish start and stop dates for content publishing
  - i) Ability to preview content prior to publishing, WYSIWYG editor
  - j) Ability to provide content editing tools (hyperlinks, spell checker, formatting tools, etc.) with or without HTML tags
  - k) Ability to export data into a format useable with other city applications
- 12)The proposal must include a comprehensive timeline for each phase of the website redesign, including meetings with City staff, redesign, development, draft presentation, implementation, testing, hosting, and training.
- 13)Adequate training to maximize the use of the website is mandatory. Training shall include administrator and security level, as well as department head and department user level. Training will be provided at a minimum in an interactive Webinar format. On-site training would be ideal. Adequate training manuals must be provided; electronic format is acceptable. Respondent must provide details of the type and quantity of training to be provided.
- 14)The use of sub-contractors on the project is not allowed, unless the inclusion of a sub-contractor is disclosed in the proposal and approved in advance.

#### **IV. SPECIAL PROVISIONS**

The City of Sun Prairie is currently running and hosting the production website and a development web site at HostGator.com. The production site is hosted on a level 5 VPS server, while the development site is on a level 3 VPS server. Please see hostgator.com for details on what these plans include. The City is open to

moving the sites to a different host if it will improve the performance or reliability of the site, or decrease the cost to the City. If respondent recommends a change in hosting, please provide hosting information as an attachment to the RFP. Hosting options should include the following:

- a. Cost
- b. Uptime – Service level must meet 99.9% operability and accessibility, 24/7/365
- c. Bandwidth and disk space allowed, server configuration, control/management interface(s) provided and monthly service cost.



- d. Disaster Recovery (DR): Please provide all levels of DR and associated cost
- e. Application and data backup and recovery information
- f. Security - physical and logical
- g. Support and maintenance
- h. Future product/services offerings

## **V. CITY OF SUN PRAIRIE TECHNICAL INFORMATION**

Technical questions may be addressed to:  
Randy Tyler, Director of Information  
Technology  
300 E. Main Street  
Sun Prairie, WI 53590  
[rtyler@cityofsunprairie.com](mailto:rtyler@cityofsunprairie.com)

E-mail is the preferred method for question submission.

## **VI. SUBMISSION REQUIREMENTS**

This section provides instruction to respondents relating to proposal submissions:

1. The title page of the proposal must contain the company's name, web site address, corporate address, telephone number, email and mail addresses of the principal contact.
2. The proposal must contain a table of contents.
3. Provide an executive summary of the project approach, major objectives, and milestones.
4. Proposals must provide an accurate detailed description of the proposed services.
5. Provide a complete description of how service delivery will be accomplished.
6. Provide a description of respondent's project management and development methodology. In particular, describe experience with Agile Development.
7. Provide an outline of costs associated with the design of the website for each category identified in this RFP.
8. Provide a project timeline based on the criteria outlined in this document.
9. Provide a description of the company's experience and abilities. Specifically, describe the abilities and experience of the staff who will be working this

project by illustrating their work on other current or past projects.

10. Provide at least 3 references including a contact person's name, phone number and email address.
11. The proposal must include a brief resume of all principals involved in the project, and their roles and responsibilities for the proposed project.
12. The proposal must include specific company-related information. Refer to Exhibit A for the required company information. All information must be valid through the duration of the Agreement.
13. The proposal should include requested software/hardware information, integration information, cost associated with the design and implementation of the new website, and any other related project information.
14. The proposal must provide a complete design and implementation strategy including the need of any subcontracted services required to fulfill the proposal requirements.
15. If any portion of the project is not included in the proposal, it must be clearly stated.
16. The proposal must include an estimated project timeline for each phase of the project. The timeline must be as realistic as possible. The timeline will be included in the contractual agreement.
17. A detailed scope of work is required. The scope of work must include all necessary tasks to effectively meet the projects requirements for all phases of the project. All tasks to be accomplished by city staff must be clearly communicated.
18. The method and steps associated with the process of obtaining all of the required information to complete the project, including assistance expected from the City, should be clearly outlined.
19. Provide a list of at least 5 comparable web sites designed and built by respondent. Include web address and customer lead contact name and phone number.
20. The proposal must clearly state the total project cost, as well as individual line item costs for hardware, components, design, etc. All hourly rates and fees, reimbursable costs, etc., must be clearly outlined:
  - i. Website Discovery, Design and Planning
  - ii. Website Construction and Development

- iii. Content conversion cost
- iv. Ongoing website update costs

21. Final proposals must be received no later than 4:30 p.m. on 5/14/2014 at the listed address:

City of Sun Prairie  
**Attn: Randy Tyler**  
300 E. Main St.  
Sun Prairie, WI 53590

22. Questions regarding this solicitation must be submitted in writing, no later than 5/7/2014 to:

City of Sun Prairie  
**Attn: Randy Tyler**  
300 E. Main St.  
Sun Prairie, WI 53590  
rtyler@cityofsunprairie.com

23. Respondents must provide two (2) bound copies and one (1) electronic copy (PDF format on CD/DVD disk) of the proposal.

24. Respondents are cautioned that any oral statements made that materially changes any portion of this solicitation are not valid unless subsequently ratified by a formal written amendment to this RFP. No technical questions that may materially change any portion of this solicitation will be accepted during the five (5) business days prior to the date and time established for the receipt of the proposals.

## VII. PROPOSAL EVALUATION AND SELECTION REQUIREMENTS

This section defines the evaluation and selection criteria:

1. The City of Sun Prairie will consider competitive proposals from companies that have specific experience and qualifications in the areas identified in this solicitation. Under competitive negotiation procedures, the terms of the professional services contract, the cost of the services, the method of the service implementation and delivery, and the conditions of performance are all negotiable. A negotiated professional services agreement will be awarded to the company that best meets the needs of the City at a reasonable cost, not necessarily the lowest cost.
2. To be considered, proposals must contain the requirements outlined in this Request for Proposal.

3. The company that submits evidence of qualifications and a proposal that scores the highest overall against weighted evaluation criteria in the opinion of the City's selection committee will be selected to design and implement the new website. The project scope and project cost will be negotiated after the company is selected.
4. The evaluation and selection process also includes:
  - i. References and any past performance with comparable projects
  - ii. Ability to utilize software licenses or other resources provided by the City of Sun Prairie
  - iii. Total cost of each phase of the project, including set-up and monthly support costs.
  - iv. Availability of discounted pricing if both phases of the project are awarded to the same firm.
  - v. Long-term contract discounts
  - vi. Ability to provide required services, and accommodate the proposed schedule
  - vii. Approach to project requirements and specifications
  - viii. Ability to provide value-added project offerings
5. After the proposals are initially evaluated, the top candidates may be interviewed by the selection committee.
6. The City expects to enter into negotiations for the final system configuration and project cost upon completion of the qualifications review. When the project scope and cost agreement are finalized, the contracts will be awarded.
7. The City of Sun Prairie reserves the right, before awarding the contracts, to require a company to submit evidence of qualifications as it may deem necessary. To ensure the best interest of the City, in the award of the contract the City may consider information available in the areas of financial soundness, technical abilities, and other qualifications of a company, including past performance with other government agencies.
8. The City reserves the right to select the company that best meets the Request for Proposal requirements. The City also reserves the right to reject all of the proposals based on the Request for Proposal requirements.

## **VIII. RETENTION OF PROPOSALS**

All proposals submitted become the property of the City of Sun Prairie; and therefore, will be in the public domain. Portfolio information and support materials will be returned if a stamped, self-addressed envelope is enclosed with the

proposal.

## **IX. ACKNOWLEDGEMENT OF AMENDMENTS**

Each company receiving a copy of this proposal shall acknowledge receipt of any amendment to this RFP by signing and returning the amendment with the completed proposal. The acknowledgement must be received by The City of Sun Prairie at the time and place specified in this document.

## **X. FINAL SELECTION REQUIREMENTS**

Following the review of the proposals, presentations, and interviews, the City may further invite a company to formally meet with City representatives, including the project team, prior to making a final determination. The meeting focus is to address any additional questions, and to discuss/negotiate terms and conditions of the project for the final agreement. Factors that will determine the final selection will include the services, cost, and the contract terms. The City reserves the right to reject any or all proposals and/or quotations, waive any informality in the RFP's, and to accept or reject any items thereon.

## **XI. ADDITIONAL INFORMATION**

1. **Applicable Laws Shall Apply** - The contract awarded shall be governed in all respects by the laws of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the City of Sun Prairie or Madison in the State of Wisconsin. The company awarded the contract shall comply with applicable Federal, State and local laws and regulations.
2. **Change in Website Objectives** – The City of Sun Prairie may materially change the Website Objectives. Such changes may include additions, deletions, or other revisions within the general scope of the RFP requirements. No changes or adjustments shall be made without a written amendment to this RFP, signed by the City Administrator.
3. **Collusion Among Respondents** – Each respondent, by submitting a proposal, certifies that it is not party to any collusive action or any action that may be in violation of State and Federal laws.
4. **Exceptions** – A respondent taking exception to any part or section of this solicitation shall indicate such exception in a separate section of the submitted proposal. Such section shall be entitled “Exception of Conditions”. Failure to indicate any exception will be interpreted as the respondent’s intent to comply fully with the requirements of this RFP as written.
5. **Expenses Incurred** – There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing

proposals in response to this request. Materials submitted by respondents are subject to public inspection under the Wisconsin Public Records Act, unless

exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

6. Late Submissions – Any proposal received at the place designated in this RFP after the time specified for receipt will not be accepted or considered.
7. Non-conforming Terms and Conditions – Any proposal that includes terms and conditions that do not conform to the terms and conditions of this RFP is subject to rejection as non-responsive. The City of Sun Prairie reserves the right to permit the respondent to withdraw non-conforming terms and conditions from its proposal prior to action by the Sun Prairie City Council to award the contract.
8. Withdrawal of Proposal – Respondents may withdraw all or any portion of a proposal at any time during or after the review and award process, up to ratification of an agreement between the City of Sun Prairie and the designated company.
9. Withdrawal of Request for Proposal – The City of Sun Prairie retains at all times the right to cancel or withdraw this RFP, to refuse to accept a proposal from any respondent, and to modify or amend any portion of this RFP.

## **XII. SAMPLE PROFESSIONAL SERVICES AGREEMENT**

The City of Sun Prairie's Professional Services Agreement will form the basis for the agreement. A sample of the agreement is attached as Exhibit B. The final agreement is subject to change based upon the needs of the City.

The Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue shall reside in the County of Dane, Wisconsin.

## **XIII. SERVICES REQUIRED AFTER SELECTION**

1. The selected company's representatives may be required to attend one or multiple public meetings. It may be necessary for the representatives to present information relating to the website design and implementation process during the development and implementation processes of the project.
2. The selected company's representatives will be required to meet regularly with the City's Web Team and project manager, as well as other City staff members, to plan and discuss the project, and provide project timeline updates.

3. In relation to contract performance under the approved agreement, the company may be required to have representatives attend progress meetings at the company's expense. This requirement will be triggered if the company is not meeting the start and/or end dates of the project timeline, or the project is out of scope.
4. The company's representatives must work directly with City staff as assigned by the City Administrator or the City's project manager. The representatives will be introduced to participating City staff members. The company's representatives will be required to meet with participating City staff members to obtain a final list of requirements. The list of requirements will be presented to the City Administrator, and the project team to determine the final requirements of the website design.
5. The initial draft of the website design templates and the site maps must be provided to the City for review and approval within eight weeks from the date of phase 2 commencement.
6. A project plan must be provided by the contractor, outlining the process for developing, testing and go live for the site; roles and responsibilities for all parties involved, criteria for site testing and milestones for project success.
7. A test period and subsequent acceptance test period (thirty (30) days are allowed for each test period) shall take place prior to acceptance of the website design and implementation. The City will evaluate the website from the City's test domain to ensure all features and functionality are operational, and all aspects of the new website conform to the scope of work and the agreement as a whole.
8. At the completion of each test period, a letter of acceptance or failure will be provided to the company. Items requiring correction from either test period must be corrected within thirty (30) calendar days from the date of the letter provided by the City.

#### **XIV. CONTRACT COMMENCEMENT AND COMPLETION**

The selected company will be required to enter into a Professional Services Agreement for the project. Any contract resulting from this RFP will not be effective unless and until the Professional Services Agreement is approved by the City Council for the City of Sun Prairie. Upon approval by the City Council the project will commence no later than thirty (30) days from the date the contract is signed. The completion date shall be defined in the scope of work and the approved project timeline.



# EXHIBIT A

## COMPANY INFORMATION

Company Information	
Please indicate the legal status of your business:  <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation, and in what state were you incorporated? _____. If other than Wisconsin, are you qualified to do business in Wisconsin? _____(y/n). <input type="checkbox"/> Other (please explain)_____	
Year founded: _____	
Is your company publicly traded?	Yes or No
If privately held, list the names of all significant stakeholders:	
What is your reporting period (fiscal year)?	
Does your company issue an annual report?	Yes or No
Total number of employees:	
Total number of clients:	
Awards (Web design, etc.):	
List any relevant certifications achieved in the last three years:	

## EXHIBIT B (SAMPLE)

### CITY OF SUN PRAIRIE - PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, dated \_\_\_\_\_, 20\_\_ for identification purposes, is made and entered into by and between the CITY OF SUN PRAIRIE, a municipal corporation, hereinafter designated as "CITY", and \_\_\_\_\_, hereinafter designated as "CONSULTANT".

#### RECITALS

- A. CITY desires to obtain professional website design services from an independent contractor for the above named project.
- B. CONSULTANT has submitted a proposal to provide website design services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

#### **NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

**SCOPE OF WORK.** The project is more particularly described as follows:  
[response to the RFP to be included as an attachment to the contract].

**PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of, but not be limited to, the following:

1. Work closely with the City Administrator in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The City Administrator shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The City Administrator may delegate authority in connection with this Agreement to the Interim City Administrator's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the City Administrator delegates authority to [list names or titles of authorized representatives].
2. The text of this AGREEMENT, together with the Exhibits, constitutes the entire AGREEMENT and understanding and agreement between the CITY and CONSULTANT with respect to the services, work products, software and Deliverables. This AGREEMENT supersedes all prior oral and written communications. This AGREEMENT may be amended, modified or changed, only in writing when signed by all parties or their specifically authorized

representatives as set forth in this AGREEMENT.

3. If there is a conflict among the text of this AGREEMENT, any provision or term in any Exhibit, and an amendment of this AGREEMENT, the following orders of precedence shall apply: an amendment of this AGREEMENT shall govern over any conflicting provisions of earlier amendments, this AGREEMENT, and terms in the Exhibits; and thereafter, the text of this AGREEMENT shall govern over any conflicting provision or terms in the Exhibits; and thereafter, the Exhibits including: Scope of Work (Exhibit A), Project Timeline (Exhibit B), Insurance Certificates (Exhibit C), Vendor Registration Form/W-9 (Exhibit D), Escrow Agreement (Exhibit E). CONSULTANT is solely responsible for determining the hours and method of CONSULTANT's AGENTS' services, as well as for providing all necessary training and instruction to CONSULTANT's AGENTS so that they are able to satisfy CONSULTANT's obligations contemplated by this AGREEMENT.
4. CONSULTANT shall comply with all applicable Federal, State and local laws, standards, codes, ordinances, administrative regulations and all amendments, and additions thereto, pertaining in any manner to the performance or services provided under this AGREEMENT. CONSULTANT shall obtain all patents, licenses, and any other permission required to provide the services work product, or deliverables by the CITY, or shall provide, upon the approval by the CITY, alternate, equivalent services, work products, or deliverables for use by the CITY, provided the CITY shall not unreasonably withhold approval of reasonable alternatives which do not significantly increase the cost or burden upon the CITY or the CITY's equipment, systems, staff, or facilities. CONSULTANT has no obligation for any claim based upon a modified version of the software or the combination or operation of the software with any product, data, or apparatus not provided by CONSULTANT. CONSULTANT provides no warranty whatsoever for any third-party hardware or software products. Except as expressly set forth herein, CONSULTANT disclaims any and all express and implied warranties, including, but not necessarily limited to, warranties of merchantability and fitness for a particular purpose.

**TIMING REQUIREMENTS**

5. Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.6. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.
6. May 14, 2014 Proposals Due
  - a. May 21-28, 2014 Interviews with Top Three Responders
  - b. May 28, 2014 Final Selection
  - c. June 11, 2014 Contract Approved
  - d. June 12, 2014 Work Begins

7. For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, either by telephone, fax, hand delivery, or mail.
8. **DESIGN CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable CITY, State and Federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by consultants under similar conditions.
9. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Interim City Administrator. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Interim City Administrator. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this agreement.

CONSULTANT shall report to the CITY any and all employees, agents and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

10. **WORKERS' COMPENSATION.** The City requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

**LIABILITY INSURANCE.**

11. CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

12. If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
13. All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Sun Prairie as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance, and other insurance maintained by the CITY, its officers, agents and employees shall be excess only, and not contributing with insurance provided pursuant to this Section.
14. All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of Wisconsin to transact business of insurance in the State.
15. All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
16. CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
17. CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

18. Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

19. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

20. **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

21. **ERRORS AND OMISSIONS.** In the event that the Interim City Administrator determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including website design, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.

22. **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.

23. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.

24. **COMPENSATION.** For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in the approved contract. No rate changes shall be made during the term of the contract without prior written approval of the Interim City Administrator.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Interim City Administrator. CONSULTANT shall obtain approval by the Interim City Administrator prior to performing any work which results in incidental expenses to CITY as set forth in Section 13.2.2.

25. CONSULTANT shall maintain accounting records including the following information:

26. Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

27. All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

28. CONSULTANT'S accounting records shall be made available to the Interim City Administrator for verification of billings, within a reasonable time of the Interim City Administrator's request for inspection.

29. CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the Interim City Administrator, and based upon the following partial payment schedule:

30. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

31. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. Consent by the CITY to one assignment shall not be deemed to be consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

32. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

33. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of Wisconsin. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

34. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties hereto.

35. **DISPUTE RESOLUTION.**

- a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.



36. **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**TO CITY:**

**TO CONSULTANT:**

City of Sun Prairie  
City Administrator  
300 E. Main Street  
Sun Prairie, WI 53590

- a. Either party may change its address by notice to the other party as provided herein.
- b. Communications shall be deemed to have been given and received on the first to occur:
- c. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- d. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

37. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

**IN WITNESS WHEREOF** the parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates indicated below:

[INSERT NAME OF CONSULTANT]

CITY OF SUN PRAIRIE

By: \_\_\_\_\_  
Name/Title

By: \_\_\_\_\_  
City Administrator

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

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

By: \_\_\_\_\_  
Name/Title

APPROVED AS TO FORM:

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

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Employer ID No.

