

REQUEST FOR PROPOSAL - INTERNET WEB SITE REDESIGN TO IMPROVE SITE USABILITY AND APPEAL

The City of Benton Harbor is seeking a creative, qualified, experienced and professional consultant to redesign the City's current Internet web site to improve usability and appeal.

Background

The City of Benton Harbor retained the services of various consultants; beginning in the 1990's to develop its website. Consultants developed and designed informational text, photographs and the basic layout concepts. Webpage maintenance and design and informational updates are currently performed by a staff person.

The City recognizes its web page as a vital communication tool that provides the Benton Harbor community and the general public with information about the City and operations. The City's web page connects citizens with its government and is tool for the City to receive feedback from its constituency. We seek to improve this communication tool to increase usability and engage its users to repeat visits to the site.

The Project

The current web site for the City of Benton Harbor (<http://www.bentonharborcity.com>) has City departments, Mayor and Commission contact information; search engines to find area accommodations, local businesses, schools, business and housing resources; City of Benton Harbor employment information and information on the City, existing projects, Requests for Proposals ("RFP's"), programs, services, current events, news releases and other informational links. Although navigation has been improved since its inception, further enhancements are needed. The City is looking for the following attributes to increase site: professionalism, aesthetic appeal, user friendly, quick access, effective internal and external information dissemination mechanism to ensure transparency in government and distribution of desired and needed information.

- *Content Quality*
 - Site to deliver relevant, high quality content
 - Attractive use of media
 - Appropriate amount of information
 - Timely and current information
 - Consistent themes
- *Ease of Use*
 - Prioritize content
 - Clear structure
 - Navigation
 - Search capabilities
- *General Enhancements*
 - Create new banner
 - Proper use of graphics
 - Proper links within and outside of web page
 - Advanced capabilities such as the ability download application forms; apply for services on line and reserve city facilities.

Scope of Work

The City is looking for a professional consultant to work with and provide basic instruction to the City's in-house webmaster and Information Officers in the following areas:

- Planning of the site (new design, re-design)
- Graphics and design
- Publishing the site

Planning of the site

- City staff will provide the general flow of information contained on the site, desired information improvements and will look to the consultant to make recommendations for improvement.
- Consultant to make recommendations on hardware and software (Microsoft based products) associated with creating or upgrading the site.

Design and interactivity

- Consultant to create a new banner incorporating the City's logo and city colors of burgundy and gray.
- Consultant to incorporate appropriate use of animation, video and sound.
- Consultant to create simple navigation and establish search capabilities
- Consultant to improve navigation, provide context for links whenever possible, proper placement of navigation buttons
- Consultant to incorporate customer feedback opportunities for citizens.
- Consultant to provide proper warning for things such as long downloads.
- Consultant to provide web enabled capabilities such as city forms, on-line applications, and registrations.
- Consultant needs to make such suggestions, modifications and implementations; capabilities and compatibilities on the back end and open platform on the front end.

Publishing/promoting the site

- Consultant to identify reasonable and appropriate ways to advertise the City's web site in related media
- City to use web page banner and create promotional materials

Selection Process

Selection of semi-finalists and finalists will be at the sole discretion of the City of Benton Harbor. Candidate firms should submit an application packet, not to exceed 25 pages, including:

- Qualifications of consultant.
- Approach to the project, specifically addressing the working relationship with City staff.
- Proposed scope of services and proposed costs (including incidental rates) to achieve deliverables outlined in scope of work.
- Identification of principals of firm and staff assigned to the project.
- Previous experience in internet and intranet web page design
- Identification of team members and their role in providing technical assistance and/or their role in this project.
- References provided from last five (5) clients.

- 20-30 minute presentation of your company history and changes, improvements and/or features built in your last project (of your choice). Presentation to include evaluation of City's current web site.

A selection committee comprised of City staff will review the submitted proposal packets. If there are several highly qualified firms, a list of semi-finalists may be selected and interviewed by the committee.

General RFP Process Information

RFP Modifications: The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, the modified portion will be provided to all responding document holders.

Right of Rejection: The City reserves the right to reject any and all proposals submitted.

Interview: The City's Selection Committee will review proposals and 2 to 3 firms will be invited for interview. Firms will be invited for interview based on the sole discretion of the City of Benton Harbor, after review of proposals. Note: Pre-interview introductory meetings will not be scheduled.

Acceptance of Proposal: The contents of the proposal of the selected consultant will become part of the contractual obligations if agreement is reached. The form of contract will be the City's professional service agreement.

City Contact: Darwin Watson, City Manager (dwatson@cityofbentonharbormi.gov)

Proposal Submission

Bid packets must be obtained and proposals submitted to the Office of the City Clerk:

**Kimberly Thompson, City Clerk
200 East Wall Street
Benton Harbor, MI. 49022
RE: Web Page Design RFP
No later than 4:00 PM on April 10, 2017**

Complete packets will include a signed unbounded original and five (5) copies. **Proposals submitted after the closing time will not be considered and will be returned unopened.**

City of Benton Harbor

REQUEST FOR PROPOSAL - INTERNET WEB SITE REDESIGN TO IMPROVE SITE USABILITY AND APPEAL

Executive Summary

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified vendors to redesign the City's website (www.bentonharborcity.com), to improve website usability and appeal, automate the process by which City content contributors create, publish and update the website content and create an intranet to be used for City employees only to gain access to internal documents and resources.

Background

The City of Benton Harbor retained the services of various consultants; beginning in the 1990's to develop its website. Consultants developed and designed informational text, photographs and the basic layout concepts. Webpage maintenance and design and informational updates are currently performed by a staff person.

The City recognizes its web page as a vital communication tool that provides the Benton Harbor community and the general public with information about the City and operations. The City's web page connects citizens with its government and is tool for the City to receive feedback from its constituency. We seek to improve this communication tool to increase usability and engage its users to repeat visits to the site.

PROJECT GOALS:

- Improve citizen access to City government by providing a web site that is easy to use, contains complete and comprehensive information, has intelligent and rapid search capabilities and provides a seamless interface to additional applications.
- Improve department use of web site as a customer service tool by providing a wide range of rights and privileges to carry out the daily workload; by making it easy to update and maintain sites with current level of skills; and by providing the tools and the standards for presentation of information.
- Provide a uniform and consistent look and feel to City web pages that incorporates City identity program elements.
- Integrate the City web site with third party applications such as class registration, permitting, etc.
- Implement a two way system allowing customers to communicate and request City services.

PROJECT DESCRIPTION:

The City wants to establish a web site that provides improved access to information, interactive communications, and support for business transactions over the Internet. To meet this goal, the City wants to establish a web presence that will provide uniform interfaces to current and future web applications provide robust search capabilities, and use icons, color, text and graphics in a consistent manner to improve communication. The site will include interactive forms and other web enabled information services that will enhance the users' experience with the City of Benton Harbor web site. The public expectation is that online services are always available, that transactions are secure, and that government organizations are not sharing information about citizens. Meeting these expectations is a necessity. The City's core computing environment consists of: Gigabit Ethernet, 100 MB to the desktop; T-1 speed to the Internet; Windows Server 2003 for network resource management; Windows 7 Professional Desktop OS; Windows Office for office applications.

INFORMATION REQUESTED:

Interested vendors should submit a thorough but concise package of information that responds to the RFP and ATTACHMENT A – Questionnaire.

INFORMATION DUE DATE:

To be considered, vendor must submit the requested proposal(s) by 4:00 PM on Monday, April 10, 2017.

SELECTION CRITERIA:

The selection of consultants will be based upon the following factors:

- The qualifications and expertise of the vendor and the persons to be assigned to the project.
- The "fit" of the vendor's systems with the City's computing environment.
- The experience of the organization in implementing similar systems in other municipal environments.

ESTIMATED PROJECT TIMELINE:

Proposals due: April 10, 2017

Review of proposals: April 11-12, 2017

Interviews with finalists and final decision: April 17-18, 2017

Contract negotiation: April 20-21, 2017

Presentation to committee: April 24, 2017

Submitted to commission: May 1, 2017

“Go Live”: May 15, 2017

Evaluation & project close: May 29, 2017

THE PROCESS:

The City will review information submitted in response to this RFP. Those vendors that best meet the criteria stated above will be invited to interview with and provide a demonstration for the City project team.

The City intends to negotiate a scope of work and contract for services with the selected vendor for Council’s approval at the meeting of May 1, 2017.

Please submit five (5) copies of your information to:

City of Benton Harbor
Office of the City Clerk
200 East Wall Street
Benton Harbor, Michigan 49022

Questions regarding additional issues shall be directed to Darwin Watson at 269-927-8457 or dwatson@cityofbentonharbormi.gov.

Attachments:

- A. Vendor/Website Management Application Questionnaire
- B. Website Hosting Questionnaire
- C. Web page accessibility guidelines
- D. General Contract Provisions

Scope of Project

INTRODUCTION

The City of Benton Harbor is seeking the services of an experienced website design firm to re-design, develop, and implement a new City website utilizing posted information on the existing website as well as new information, products, and features as suggested by the City. The basic project is a redesign of the existing City of Benton Harbor web site to incorporate desired features, achieve the goals of the site, and promote the City's image.

The City's existing Internet website is www.ci.seal-beach.ca.us which contains general City information as well as separate pages for most City departments. The City has identified the types of information it would like to have on its new main page and individual department pages with the intention of the successful firm incorporating all of this information in a manner utilizing consistent design and layout themes to provide a resourceful, informative website.

Final deliverables will include all code, design-related scripting and graphics for the homepage, a template for interior site pages, and any additional specialty pages. City of Benton Harbor will require transfer of all rights to the final deliverables for modification or re-use on the web site.

OVERALL PROJECT GOALS

1. Recreate and greatly enhance the City's existing website to be a resourceful, informative, and marketing asset that provides a citizen/business friendly environment that emphasizes access to City services and departments and business opportunities.
2. Develop a highly beneficial, cost-effective, easy to use, interactive, and architecturally sound website that is flexible enough to support the City's Internet needs for a minimum of ten years.
3. Create a standardized format and enhanced graphical look for all pages; thereby establishing a unified theme throughout the City's website.
 - a. Complete design and coding for the design of the home page of the web site.
 - b. Complete design and coding for the design of a template to be used on interior pages of the site, to include fonts, colors, headings to at least H6 level, data tables, links, navigational elements, search elements, lists (both and), and up to 10 additional elements to be agreed upon later.
 - c. Includes converting existing pages in the site to the new design template.
 - d. Includes programming of actual functionality on the site.
4. The general website design and element will include accessibility, usability, appeal, functionality and ease of incorporating future features.

Although the City has some specific requirements, we are also interested in your ideas for content, and more specifically, your approach in re-designing the style of the City's website. We encourage respondents to consider and propose alternative solutions and recommendations.

SCOPE OF WORK

1. System operations and technical features:
 - a. The website must provide for high-speed upload/download response times for low-end to high end computers that are used by the average citizen. A page size of less than 75kb for template elements is preferred.

- b. As per the Americans with Disabilities Act, the City must provide the same level of service to individuals with visual, hearing, motor, or cognitive disability that we do to the general public.

All proposals must include the utilization of W3C Content Accessibility Guidelines when designing and developing the City's website. The City expects respondents to offer suggestions regarding accessibility (ATTACHMENT C).

- c. The site must be designed to function effectively with common versions of software and hardware, which must be identified in your proposal including NN/IE 3+ for PC and Mac, AOL 5+, Mozilla, and Opera browsers.
- d. All documents, including maps and tables, should be available in a 'printer friendly' format without extensive graphics, to provide ease of viewing, printing, and downloading.
- e. Include links for citizens to download any browser supplement products, such as Acrobat Reader, that is necessary to view information on the site.
- f. The site should take into consideration the City's future desire to include e-commerce capabilities to enable secure on-line credit card purchases, verification, fulfillment, and acceptance and e-government transactions such as on-line permitting, park and facility reservations, class registrations, employment recruitment applications and other interactive forms.

2. Other requirements and features:

- a. Cross-referenced information should be hyper-linked from page to page within the website and the Home Page link always visible.
- b. Graphical files should be relative to the site and provide for quickest loading.
- c. The site must be designed for 24 hours a day, 7 days a week operation; except for scheduled maintenance downtime which will be limited to the early morning hours for 30 minutes maximum.
- d. Capability to maintain an archive of existing and past records such as agendas, minutes, press releases, newsletters, etc.
- e. City personnel will maintain the site. Therefore, a system needs to be in place for maintenance and updating capabilities by non-technical staff. (ATTACHMENT A)
- f. The proposal should include basic training for a minimum of 25 employees, the training plan and timeline.

3. Services required after selection

- a. The selected firm's representatives may be required to attend a minimum of one City Council meeting.
- b. The selected firm's representatives will be required to meet with the City's project team and/or representatives to discuss and plan the project(s), provide progress reports as needed.
- c. In conjunction with performance under the approved contract, the Vendor may be required to attend additional progress meetings (maximum of 15 over a 6 month

period) in the event Vendor is not in conformance with the contract. These meetings will be at no additional cost to the City.

- d. Initial draft website design templates will be provided to the City within six weeks from the date of the contract for review prior to implementation.
- e. A joint beta testing period and a subsequent acceptance testing period shall be provided, during which the City may evaluate the website on City property to ensure satisfaction with the website functions and specifications.
- f. Provide the City with the source code for the website and any applications developed in conjunction with the website.
- g. The selected firm will be responsible for coordinating and implementing the website with City personnel and the web hosting site.

REQUESTED INFORMATION AND PROPOSAL FORMAT

1. The proposal should contain a total cost of the project, as well as a detailed "line item" breakdown of costs for the project. In addition, please specify:
 - a. "Not to Exceed" Fees (for actual cost of time and materials needed to complete the project).
 - b. "Not to Exceed" Fee (for any reimbursable anticipated during the course of this project).
 - c. Hourly rate schedule for services.
 - d. Any additional costs/charges (such as traveling expenses) must be clearly defined in the proposal.

NOTE: Information and costs for the optional services should be submitted separately.

4. Proposal(s) should include necessary software and hardware, any additional communication requirements, integration needs and potential costs necessary to maintain the website (i.e. hardware, software, installation, licensing, training, etc.).
5. Proposal(s) should be all encompassing, with a single vendor identified as the "responsible lead vendor." Please include any subcontractor(s) that will be required to meet the needs of the proposal or clearly indicate what portion of the services are not included as part of your proposal.
2. The Proposal should not exceed 50 pages in total (optional service proposals are separate).
3. Seven (7) copies of the Proposal must be submitted (one copy unbound).
6. The title page of the proposal should contain your firm's name, address, telephone number, principal contact, fax number, and e-mail address.
7. Years of experience related to website design.
8. Include resumes of all principals to be involved in the project and their roles and responsibilities for the proposed project.
9. The Proposal should contain a Table of Contents.
10. Enclose a section on relevant website development experience and information on the extent of your firm's abilities to meet the needs of this project.

11. Provide an estimated detailed timeline for completion of this project.
12. Provide a list of comparable websites, including municipalities and governmental agencies, designed by your firm. Include the website address, company/agency contact, address, telephone number, and hard copies of the Home Pages. These companies/agencies may be contacted for references.
13. You are welcome to provide any other information deemed appropriate for this project.

OPTIONAL SERVICES

The City is interested in receiving proposals on these services. Companies are not obligated to propose on these optional services.

If providing a proposal on these services, please provide separate proposal(s), with the appropriate titles and cost estimates thereof. Please indicate whether the costs reflect an annual, monthly, or hourly rate and the minimum number of hours available to the City during the designated time frame.

WEBSITE MAINTENANCE

The City has not yet determined whether it will be maintaining the website in-house with City personnel or contracting out this service. If the service is contracted out, the following is the scope of services the City would like to have provided:

- a. Monthly inspections of the entire City website for accuracy of information, date, timeliness, and grammatical and spelling accuracy. Designated department representatives should be contacted directly by the Vendor regarding any outdated information and elimination thereof.
- b. Posting of City press releases and other information provided in an agreed upon standardized format within 24-hours of submittal by the City (weekends and holidays excluded).
- c. Minor test/date corrections within 24-hours of notification by the City (weekends and holidays excepted). Acceptable notification methods by the City are e-mail, facsimile, or telephone.
- d. Periodic posting of special reports such as the City's General Plan, Budget, Water Quality Report, etc. within 24-hours of submittal by the City (weekends and holidays excepted); unless otherwise approved by the City.
- e. Attendance of quarterly on-site meetings with the City's Project Manager and/or Website Re-Design Committee.

WEBSITE HOSTING

The City has not yet determined whether it will be hosting the website in-house with City personnel or contracting out this service. If the City chooses to contract this service out and you are interested in hosting the City's website, in addition to submitting a proposal, complete and submit ATTACHMENT B.

SELECTION PROCESS

City staff will review the proposals received and based on experience, scope of work, cost and other relevant issues, the most qualified firms will be invited to conduct a presentation and be interviewed for further consideration. City has the right to reject all proposals. After the interview process has been completed, staff will make a final determination regarding the selection of a firm and a contract.

1. Proposal Evaluation and Review

As indicated, staff will review and evaluate all proposals and select a firm based on a combination of factors that represent the best overall value for the services requested. In evaluating the proposals, the City will select proposals for further consideration based on, but not limited to, the following criteria:

- a. Completeness and inclusion of requested information. Each vendor shall meet all of the specifications. Non substantial deviations may be considered, provided that the vendor submits a full description and explanation of/and justification for the proposed deviations. Final determination of any proposal will be made by the City of Benton Harbor. The City of Benton Harbor, Michigan, reserves the right to purchase services which in our opinion represents the best value to the City for the duty to be performed.
- b. Ability and effectiveness of the firm to meet the needs of the City in given project areas;
- c. Qualifications and experience of the firm and staff assigned to the project.
- d. Past performance of the firm on completed projects;
- e. Similar projects completed by the firm;
- f. Professional standing and financial stability of the firm;
- g. Availability of the firm to meet deadlines, responsiveness to changes, and staying within projected budgets;
- h. Ability to present materials that can be understood by technical and non-technical staff;
- i. Feasibility of the proposal(s) based upon the proposed scope of service;
- j. Ability to provide technical support throughout the length of the contract;

2. Presentation and Interview

The most qualified firms will be selected to conduct a formal presentation to City staff/project team for further evaluation. Qualifying firms will be notified by the City to schedule a presentation and interview session within 30 days of receiving and reviewing the written proposals. The presentation and interview session shall take place at the City of Benton Harbor, City Hall, 200 East Wall Street. Any firm unable to appear for this presentation and interview session will be eliminated from further consideration for the award of this contract.

Areas to be considered during this session will be, but not limited to:

- a. Demonstration of qualifications and fulfilling the needs of the project as outlined in the Request for Proposal;
- b. Demonstration of services provided to other companies, agencies, and municipalities;

3. Final Selection

Following the review of the proposals, presentation, and interviews, the City may further invite a firm(s) to formally meet with City representatives/project team prior to making a final determination.

Factors that will determine the final selection will include the finalization of terms in regards to service agreements and costs.

However, the City of Benton Harbor reserves the right to reject any or all quotations, waive any informality in RFP's, and to accept or reject any items thereon.

4. Contract Commencement and Completion

- a. The selected firm will be required to enter into an Agreement for the project with the City. (ATTACHMENT D)
- b. Any contract resulting from this RFP shall not be effective unless, and until, approved by the City Council. Upon approval, the contract shall start within 30 days after the award of the contract. The estimated completion date shall be defined in the proposal submitted by the selected firm, but shall be no later than 180 days from the award of the contract.
- c. Before the City executes a contract, the selected firm shall furnish the City a certificate evidencing Workman's Compensation Insurance and Comprehensive Public Liability Insurance or General Liability Insurance. The City shall be named as an additional insured and the Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

OWNERSHIP AND INTELLECTUAL PROPERTY

1. All screens, graphics, domain names, content and the "look and feel" of the site developed shall be owned solely by the City of Benton Harbor, together with any and all underlying software, object code, digital programming, and source code.
2. The Vendor does not retain any rights to use any materials or software it gains from its creation of the website.
3. All intellectual property developed in connection with the website will be owned solely by the City of Benton Harbor.
4. In developing the website, the Vendor will not infringe or violate the copyright and other intellectual property rights of third parties.
5. The Vendor is responsible for securing various rights, licenses, clearances, and other permissions related to works, graphics or other copyrighted materials to be used or otherwise incorporated in the website.
6. All applicable copyright notices will be displayed on the website. Vendor will not, during the website development or thereafter, use the City's logos, except with the City's express written approval.

CITY'S RESPONSIBILITY

1. A City representative will be designated to monitor all technical aspects and assist in administering the contract. The types of actions within the City's representative's authority are to assure that the Vendor performs the technical requirements of the contract. The City representative will also perform or cause to be performed, inspections necessary in connection with performance of the contract; monitor the Vendor's performance under the contract; and notify the Vendor and the City of any deficiencies observed.
2. The City will be responsible for providing the Vendor with the specific information on the content to be included on the City's website, including documents and images within two weeks of the Vendor's request; unless otherwise specified and approved.
3. The project team, made up of the City's project manager and representatives from the City will be available as necessary to answer questions and provide resources.

4. The City representative will not be responsible for any failure on the part of the Vendor to carry out work in accordance with the contract.

CITY STAFF REQUEST

We ask that you review our website (www.bentonharborcity.com) and visit the sites we have identified below as a possible new style for our website.

Website list with remarks, please review specific areas of sites:

- City of Bellflower, CA – Very nice layout, design, topic layout
- City of Longview, WA - Very nice layout, design, topic layout
- City of Wylie, TX - Very nice layout, design, topic layout
- Montgomery County, OH – Very nice layout, design, particularly like the home page
- City of Chattanooga, TN - Very nice layout, design, particularly like the home page
- City of Thousand Oaks, CA – Top banner has a section within the banner to access calendars, A to Z, etc. Also we liked that each department home page listed topics covered with links.
- City of Redondo Beach, CA – Like the survey feature at the bottom of the web page

MISCELLANEOUS

The Vendor shall hold the City of Benton Harbor, its officers, agents, servants, and employees, harmless from liability of any nature or kind on account of use of copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used under the quotation.

ATTACHMENT A

City of Benton Harbor

VENDOR/WEBSITE MANAGEMENT APPLICATION QUESTIONNAIRE

1.0 VENDOR INFORMATION

- 1.1 List the name, address, phone number, fax number, and e-mail address of the Vendor's authorized negotiator. Vendor's authorized negotiator shall be empowered to make binding commitments for the Vendor's firm. Outstanding contract terms will be negotiated with the finalist Vendor once the evaluations are completed.
- 1.2 Vendor's submission of information as directed by this RFP shall represent vendor's express agreement that the vendor's information is valid for at least one hundred and twenty days from the RFP due date.
- 1.3 The contract for this effort will be with the City of Benton Harbor. If vendor is selected by the City to provide the services described herein, vendor agrees to execute a contract with the City incorporating the terms and conditions listed in ATTACHMENT D of this RFP.
- 1.4 Provide a description of the company including a brief company history. Include the location of your organization's headquarters, the year the organization was formed and ownership structure.
- 1.5 Provide a list of at least five (5) vendor client references that are currently using vendor's software.

References of local government or related agencies preferred. The reference list must include:

- (a) Client name and location.
 - (b) Current contact person and phone number.
 - (c) Description of services provided by Vendor to client.
- 1.6 Vendor must be available on short notice for product demonstrations/interviews. (An estimated project timeline is provided on the front page of this RFP.)
 - 1.7 **COSTS**
 - a. Cost for core functionality (Complete design and coding for the design of a template to be used on interior pages of the site, to include fonts, colors, headings to at least H6 level, data tables, links, navigational elements, search elements, lists (both and), design of three additional specialty pages on the site, etc).
 - b. Cost for additional design work required to provide functionality required by RFP.
 - c. Not to exceed estimate for the conversion of the City of Benton Harbor web site content to new content management system. Include labor hour rate and number of hours required.
 - d. Hourly rate for professional services. Include task description, task resource level (skill level or job classification, and hourly rate).
 - e. Provide rates and associated resource levels of Professional/Consulting Services for any recommended services related to the implementation, content conversion, and training of the Content Management System.
 - f. Support plan cost (per hours/days).
 - g. Specify if any professional services are provided through a sub-contract or partner program.

2.0 VENDOR SERVICES, WEBSITE MANAGEMENT APPLICATION QUESTIONNAIRE

General

- 2.1 Under what operating systems does the website management application software run? Please describe the level of compatibility for each OS if applicable.
- 2.2 Is content delivery accomplished through a native tool, or via other web servers (e.g. Apache, Netscape/Iplanet, NES, IIS)?
- 2.3 Does the application require a dedicated server(s)? What is the recommended server specification/configuration to run the application effectively?
- 2.4 Is a database used for the content repository? If so, which databases are supported? Is the database DAO/ODBC compliant?
- 2.5 Please describe how your system is implemented in an Internet vs. Intranet environment.
- 2.6 How would your design meet the demands of a service based government Web site? Identify new and innovative approaches to organizing current and future content services and information for the site.
- 2.7 Describe your company's experience in making Web sites as accommodating as possible to disabled and visually impaired visitors.

Software Standards/Integration

- 2.8 Does the website management application support XML? Please list all supported content types e.g. image formats, document formats.
- 2.9 What language is the application written in? Does it support Java, JavaScript, C++, Perl or CGI? Is there an SDK available? Are API's to Java, C++ or Visual Basic available?
- 2.10 Is the source code included?
- 2.11 Please list all supported network protocols.
- 2.12 Please list supported/recommended backup and recovery tools.
- 2.13 Are standards such as X.509 Certificates, SSL and Secure FTP supported?
- 2.14 Please list supported browsers and versions.
- 2.15 Does the application meet federal ADA compliance requirements? Please describe how your application conforms.
- 2.16 Please explain your system's ability to integrate with third party portal products and identify any with which you have achieved successful integration.
- 2.17 Please describe the capability of your product to integrate with the MS Exchange.
- 2.18 Does your system provide any Listserv capabilities or integrate with any third party Listserv products?
- 2.19 Does your system provide for forms generation/management or integrate with any third party forms management products?

Workstation Requirements

2.20 What are the minimum client workstation requirements to effectively access and use the application?

User Interface

- 2.21 Describe the application software's user interface. Include clearly labeled screen shots.
- 2.22 Are the content contributor and content approver interfaces Windows-based or browser-based?
- 2.23 Is the administrator interface Windows-based or browser-based?
- 2.24 Are the interfaces consistent throughout the whole system?
- 2.25 Can user interfaces be modified or customized?
- 2.26 Does your system have automated link verification?

Security

- 2.27 How is user authentication and authorization managed? Please describe whether proprietary, or whether there is integration with SAM, AD, or LDAP compatible Directories.
- 2.28 Is security managed at the server or can it be managed remotely via a client, browser or if applicable a Directory?
- 2.29 Please describe in detail the various levels of security that can be applied, (e.g. screen, menu, field, content, file etc.) for both users and groups.
- 2.30 Does your system enable centralized control over page layout, colors, fonts, navigation and graphical elements? Please explain functionality in detail.

Design/Content Separation and Templating

- 2.31 Does your system separate design from content? If yes, describe how. Does your system use design templates?
- 2.32 What third party design tools (e.g. Dream Weaver, FrontPage, Fusion, Nvu) can be used with your system to create design templates? Does your system include aids for template creation and modification such as wizards etc.?
- 2.33 Is an authoring tool provided native to the application? Are authoring tools such as Dream Weaver, MS -Word, FrontPage and Nvu supported for content creation?
- 2.34 Does your system separate design from content in such a way that facilitates the propagation of changes throughout the entire website? Please explain.
- 2.35 Does your system separate design from content in such a way that facilitates publishing to multiple devices (e.g. Palm devices, mobile phones, etc.)? Explain how.
- 2.36 Is there a browser-based interface for clients and approvers? Is a preview mode available? Is there a browser-based interface for application administration? Is a proprietary desktop application required?
- 2.37 Does your system allow for reuse of content and templates to enforce a common look, feel and identity? Does it provide packaged templates?
- 2.38 Does your system provide content checking capability such as spell checking, link checking etc.?

Workflow

- 2.39 Does your system support a secure development, staging and deployment framework?
- 2.40 Does your system provide an automated method for routing content for approval, allowing for multiple levels of approval before content is deployed? Please give overview of your workflow features.
- 2.41 Does your system support sequential (series) and parallel workflow?
- 2.42 Does your system support iterative loop backs for rejected (non-approved) content?
- 2.43 What skills (e.g. VBscript, Perl) are needed to manipulate the workflow of your system (e.g. assigning required approvals for a particular page)?
- 2.44 Does your system support automatic notifications of approvals/rejections to content creators and moderators (e.g. via email)? Explain how.
- 2.45 Does your system enable an administrator (or other user with the appropriate security access) to view all content waiting for approval?
- 2.46 Does your system allow reviewers to make comments directly on the document?
- 2.47 Can your system generate workflow summary reports?

Collaboration

- 2.48 Does your system support check-in/check-out, version control, audit trails, file locking and rollbacks?

Is code management as well as content management supported? Are all links on the site automatically updated when a page is moved or deleted? Can directories of lists of content be managed as a group instead of as individual files? Is the document's place in the workflow easily identified?
- 2.49 Does your system provide the ability to merge page changes in situations where multiple authors are submitting changes to a common page? Explain how.

Asset Management

- 2.50 What assets can your system handle (e.g. text, graphics, audio, video)? Does the application process/optimize image files? If so, which formats are supported for optimization?
- 2.51 How does your system catalog assets?
- 2.52 How does your system support the re-use of assets?
- 2.53 What features support the management of metadata? Does your system enforce the tagging of metadata, including required fields and automated prompts? Does your system enable automatic creation of metadata without manual input? What information needs to be input by the contributor or administrator in order to accomplish automatic metadata creation?
- 2.54 Does your system allow for full content searching of all managed components?
- 2.55 Does your system enable users to tag content with keywords to be used for indexing and searching?

Publishing

- 2.56 How does your system generate pages for publication to the Internet or intranet?

- 2.57 How do you address performance and scalability issued with the dynamic generation of pages?
- 2.58 Does your system allow for flexible re-mapping of directories?

Other Features

- 2.59 Does your system have the ability to automatically generate a site map?
- 2.60 Does your system come with a search engine? Please explain functionality in detail. If not, with which search engines can your system integrate?
- 2.61 Does the application provide tools for system monitoring, log files and log file analysis? Can reports be generated from log files that are available?
- 2.62 Can your system integrate with web hit tracking software such as Web trends? Describe both feasibility and effort needed.

Hosting

- 2.63 Does your company currently have any clients who outsource the hosting of their website? What is the recommended hosting configuration?
- 2.64 Can you set up your system with an outsourced hosting arrangement?

Support

- 2.65 What problems are covered under your customer support program?
- 2.66 Do you provide online support? If so, please describe the level of support, including hours of availability and response time.
- 2.67 Do you provide live phone support? If so, please describe the level of support, including hours of availability and response time.
- 2.68 Is there a Help menu in your system? If so, is Help available for both content contributors and system administrators?
- 2.69 Is the Help function context/field sensitive?
- 2.70 What documentation is included with each license purchased?

Training and Education

- 2.71 What level of documentation, training and technical support is provided for City personnel with the purchase of your system?
- 2.72 What support is available after installation?
- 2.73 Are there ongoing training classes available?
- 2.74 Do you have a "train the trainer" program?

Upgrades

- 2.75 How often are formal upgrades released?
- 2.76 How many major releases have there been over the last 3 years?
- 2.77 How many minor releases have there been over the last 3 years?
- 2.78 How do you inform customers of reported problems with your software and the required fixes? Do you report problems to customers whether or not they may be affected?

2.79 How do you provide patches to customers?

2.80 Please specify future plans for system upgrades and identify any new functionality that may not have been requested so far in this document.

Warranty

2.81 What is covered by the standard warranty?

2.82 How long is the standard system warranty after the install date?

Professional Services

2.83 What professional services can your company provide (e.g. integration with other applications, search engine assistance, customization etc.)?

3.0 VENDOR TECHNICAL ASSUMPTIONS

Vendor may use this location to explain assumptions used for technical areas where clarification is necessary beyond the explanations given in Vendor's response to any of the preceding sections. Be sure to reference relevant paragraph numbers from the RFP.

ATTACHMENT B

City of Benton Harbor

WEB SITE HOSTING QUESTIONNAIRE (if applicable)

FEATURES RESPONSE

SERVER/ACCESSIBILITY INFORMATION

1. Set-up Fee
2. Transfer Fee
3. Monthly Fee
4. Is a contract required? If yes, what is the minimum contract fee? Is there a discount in cost for a long term contract? If yes, how much?
5. Specify server type (i.e. UNIX, NT, etc.)
6. Specify connectivity type and describe features related to reliability and redundancy.
7. Specify router type (i.e. Cisco)
8. Specify connectivity type and describe features related to reliability and redundancy.
9. Would/or should the City be given their own dedicated server? If not, explain what would be provided.
10. Specify storage space availability and limitations. Will this be adequate for the City's needs? Is there an additional charge for more storage space? How much?
11. How much bandwidth will you provide? Is there an additional cost for more?
12. What is the guaranteed percentage of site uptime?

PROGRAM SPECIFICS

13. CGI Bin - what scripts and what script languages do you support? What features would be included for your proposal price (i.e. guest book, form mail, counter, chat, etc.)? Is there an additional cost for additional features?
14. Do you provide forms for secure data transmission (For instance, if the City wanted to allow the public to complete and submit on-line permit application forms).
15. Do you provide shopping cart/credit card clearing services? Is this service included in your fee?
16. Please specify your audio/video capabilities.
17. Describe the site statistics that will be made available to the City. Will these cover each individual page? Will the statistics be live and be able to be accessed on-line by authorized City personnel? If not, how often would statistics be provided?
18. Please list database options your site will support (i.e. SQL, Access, Oracle, etc.)

SECURITY/POWER SUPPLY/BACK-UP

19. How does your firm go about detecting intrusion? What is your monitoring frequency?
20. What actions are taken if intrusion is detected?
21. What type of firewalls do you provide?

22. What type of safe data transmission encryption software do you use?
23. What kind of log files do you maintain? Will the City have access restrictions to these files?
24. Describe your back-up power supply capabilities.
25. Describe the building/physical surroundings the server is housed in and any relevant safety/security features or concerns the City should be aware of.
26. What type of data back-up do you provide and how frequently is it performed?
27. Do you offer the option of a mirror server? Would it reside in-house? We have third party applications that will require DMZ residence.

ADDITIONAL INFORMATION

28. Please indicate the number of years your company has been providing this type of service. Please attach five (5) references of clients that you perform website hosting services. Include the company name, address, phone number, email address, and contact person. Please also provide the length of time you have performed this service for them.

ATTACHMENT C

City of Benton Harbor

WEB PAGE ACCESSIBILITY GUIDELINES

Section 508

Web-based Intranet and Internet Information and Applications (1194.22)

The criteria for web-based technology and information are based on access guidelines developed by the Web Accessibility Initiative of the World Wide Web Consortium. Many of these provisions ensure access for people with vision impairments who rely on various assistive products to access computer-based information, such as screen readers, which translate what's on a computer screen into automated audible output, and refreshable Braille displays. Certain conventions, such as verbal tags or identification of graphics and format devices, like frames, are necessary so that these devices can "read" them for the user in a sensible way. The standards do not prohibit the use of web site graphics or animation. Instead, the standards aim to ensure that such information is also available in an accessible format. Generally, this means use of text labels or descriptors for graphics and certain format elements. (HTML code already provides an "Alt Text" tag for graphics which can serve as a verbal descriptor for graphics). This section also addresses the usability of multimedia presentations, image maps, style sheets, scripting languages, applets and plug-ins, and electronic forms.

The standards apply to Federal web sites but not to private sector web sites (unless a site is provided under contract to a Federal agency, in which case only that web site or portion covered by the contract would have to comply). Accessible sites offer significant advantages that go beyond access. For example, those with "text-only" options provide a faster downloading alternative and can facilitate transmission of web-based data to cell phones and personal digital assistants.

§ 1194.22 Web-based intranet and internet information and applications.

- a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).
- b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
- c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.
- d) Documents shall be organized so they are readable without requiring an associated style sheet.
- e) Redundant text links shall be provided for each active region of a server-side image map.
- f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
- g) Row and column headers shall be identified for data tables.
- h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.
- i) Frames shall be titled with text that facilitates frame identification and navigation.
- j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.

- k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.
- l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.
- m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).
- n) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.
- o) A method shall be provided that permits users to skip repetitive navigation links.
- p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

Note to §1194.22: 1. The City interprets the above paragraphs of this section as consistent with the following checkpoints of the Web Accessibility Initiative of the World Wide Web Consortium:

Web Content Accessibility Guidelines 1.0 published on May 5, 1999

Authoring Tool Accessibility Guidelines 1.0 published on February 3, 2000

User Agent Accessibility Guidelines 1.0 published on December 17, 2002

ATTACHMENT D

City of Benton Harbor

GENERAL CONTRACT PROVISIONS

The following example agreement for technical services represents the standard terms and conditions which must be agreed to by the vendor selected to perform the Website Re-Design in the City of Benton Harbor

PROFESSIONAL SERVICES AGREEMENT (see next page)

PROFESSIONAL SERVICES AGREEMENT

between

City of Benton Harbor

200 East Wall Street

Benton Harbor, MI 49022

&

[Consultant's Name]

[Consultant's Address]

[Consultant's Phone Number]

This Professional Service Agreement ("the Agreement") is made as of [DATE] (the "Effective Date"), by and between _____ ("Consultant"), a _____, and the City of Benton Harbor ("City"), a Michigan charter city, (collectively, "the Parties").

RECITALS

A. City desires certain professional services.

B. Consultant represents that it is qualified and able to provide City with such services.

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows.

AGREEMENT

29. Scope of Services

- I. Consultant must provide those services ("Services") set forth in the attached Exhibit A, which is hereby incorporated by this reference. To the extent that there is any conflict between Exhibit A and this Agreement, this Agreement must control.
- II. Consultant must perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to Authority.
- III. In performing this Agreement, Consultant must comply with all applicable provisions of federal, state, and local law.
- IV. Consultant will not be compensated for any work performed not specified in the Scope of Services unless the City authorizes such work in advance and in writing. The City Manager may authorize payment for such work up to a cumulative maximum of \$5,000. Payment for additional work in excess of \$5,000 requires prior City Council authorization.

2. Term

This term of this Agreement shall commence as of the Effective Date and shall continue for a term of ___ years unless previously terminated as provided by this Agreement.

3. Consultant's Compensation

City will pay Consultant in accordance with the fee schedule set forth in Exhibit _for Services but in no event will the City pay more than \$_____. Any additional work authorized by the City pursuant to Section 1 (IV) will be compensated in accordance with the rate schedule set forth in Exhibit _.

4. Method of Payment

- I. Consultant must submit to City monthly invoices for all services rendered pursuant to his Agreement. Such invoices must be submitted within 15 days of the end of the month during which the services were rendered and must describe in detail the services rendered during the period, the days worked, number of hours worked, the hourly rates charged, and the services performed for each day in the period. City will pay Consultant within 30 days of receiving Consultant's invoice. City will not withhold any applicable federal or state payroll and other required taxes, or other authorized deductions from payments made to Consultant.
- II. Upon 24 hours notice from City, Consultant must allow City or City's agents or representatives to inspect at Consultant's offices during reasonable business hours all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement. City's rights under this Section 4 (II) shall survive for two (2) years following the termination of this Agreement.

5. Termination

- I. This Agreement may be terminated by City, without cause, or by Consultant based on reasonable cause, upon giving the other party written notice thereof not less than thirty 30 days prior to the date of termination.
- II. This Agreement may be terminated by City upon 10 days' notice to Consultant if Consultant fails to provide satisfactory evidence of renewal or replacement of comprehensive general liability insurance as required by this Agreement at least 20 days before the expiration date of the previous policy.

6. Party Representatives

- I. The City Manager is the City's representative for purposes of this Agreement.
- II. _____ is the Consultant's sole representative for purposes of this Agreement.

7. Notices

- I. All notices permitted or required under this Agreement shall be deemed made when personally delivered or when mailed 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at the following addresses:

City: City of Benton Harbor
 200 East Wall Street
 Benton Harbor, Michigan 49022
 Attn: City Manager

Consultant: [Consultant's Address]
 Attn: _____

- II. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

8 Independent contractor

- I. Consultant is an independent contractor and not an employee of the City. All services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the services. Any additional personnel performing services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- II. Consultant shall indemnify and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of city or agency officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's alleged violations of personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 8.

9 Subcontractors

No portion of this Agreement shall be subcontracted without the prior written approval of the City. Consultant is fully responsible to City for the performance of any and all subcontractors.

10 Assignment

Consultant must not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of City. Any purported assignment without such consent shall be void and without effect.

11 Insurance

- I. Consultant must not commence work under this Agreement until it has provided evidence satisfactory to the City that Consultant has secured all insurance required under this Section. Consultant must furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf, and must be on forms provided by the City if requested.

All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- II. Consultant must, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in Michigan, and satisfactory to the City. Coverage must be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Consultant must maintain limits no less

than: (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage and if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; and (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

- III. The insurance policies must contain the following provisions, or Consultant must provide endorsements on forms supplied or approved by the City to state: (1) coverage shall not be suspended, voided, reduced or canceled except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City; (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, (3) coverage must be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, must stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage and that any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and must not be called upon to contribute with it; (4) for general liability insurance, that the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (5) for automobile liability, that the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible.
- IV. All insurance required by this Section must contain standard separation of insured provisions and must not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.
- V. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant guarantees that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

12 Indemnification, Hold Harmless, and Duty to Defend

Consultant must indemnify, and hold the City, its officials, officers, employees, volunteers and agents (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts or omissions of Consultant, its employees, or its agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. With respect to any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Indemnitees, Consultant must defend Indemnitees, at Consultant's own cost, expense, and risk, and must pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant must reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to

indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers. All duties of Consultant under this Section shall survive termination of this Agreement.

13 Equal Opportunity

Consultant affirmatively represents that it is an equal opportunity employer. Consultant must not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, sexual orientation, or age. Such non-discrimination includes, but is not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

14 Labor Certification

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the Michigan Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

15.0 Entire Agreement

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

16.0 Severability

The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

17.0 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

18.0 No Third Party Rights

No third party shall be deemed to have any rights hereunder against either Party as a result of this Agreement.

19.0 Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

20.0 Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City has the right to rescind this Agreement without liability. For the term of this Agreement, no

member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21.0 Attorneys' Fees

If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party all of its attorney's fees and other costs incurred in connection with such action.

22.0 Exhibits

All exhibits referenced in this Agreement are hereby incorporated into the Agreement as if set forth in full herein. In the event of any material discrepancy between the terms of any exhibit so incorporated and the terms of this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto, through their respective authorized representatives have executed this Agreement as of the date and year first above written.

CITY OF BENTON HARBOR

By: _____

Darwin Watson, City Manager

Attest:

By: _____

Kimberly Thompson, City Clerk

Approved as to Form:

By: _____

Randy Hyrns, City Attorney

CONSULTANT

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____