

REQUEST FOR PROPOSALS (RFP)
FOR
WEBSITE REDESIGN



CITY OF COACHELLA
Coachella City Manager's Office
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Coachella, CA 92236

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KEY RFP DATES (Subject to change):

Issue Date:	May 2, 2019
Deadline for Questions:	May 9, 2019 at 3:00 pm
Proposal Due Date:	May 30, 2019 at 4:00 pm
Presentation/Interviews:	June 5, 2019



NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms to provide **Website Redesign**. Responses to this Request for Proposals (RFP) will be accepted until **Thursday, May 30, 2019 at 4:00 p.m.**

All notifications, updates and addenda will be posted on the City's online bid management and publication system page at <https://www.coachella.org/services/proposals-bids>

Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal. The City reserves the right to reject any or all proposals submitted.

Electronic Submittal:

The City requires an electronic submittal of bid responses to facilitate group review and document distribution. No paper bid submittals will be accepted.

- a. The electronic submittal is emailed to the City contact (see page 1), by the RFP due date and time deadline.
- b. Title the e-mail so it won't be lost in an e-mail stream.
- c. Any risks associated are borne by the Proposer.
- d. The City email system will allow documents up to 10 megabytes.
- e. Do not zip the RFP response. The City email system will strip out any attachments that are in .zip format.

It is the responsibility of the proposer to ensure that any proposals submitted shall have sufficient time to be received by the City of Coachella prior to the proposal due date and time.

Questions regarding this Request for Proposal shall be made in writing, emailed to the City contact (see page 1), by the "Deadline for Questions" due date.

The **receiving time** by the City Contact's email time stamp, will be the governing time for acceptability of proposals. Late proposals will NOT be considered.

ONLY EMAILED PROPOSALS ARE ACCEPTABLE.

DO NOT MAIL HARD COPIES OF RFP RESPONSES.

DO NOT FAX RFP RESPONSES.



**CITY OF COACHELLA
REQUEST FOR PROPOSAL FOR
WEBSITE REDESIGN**

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CITY OF COACHELLA REQUEST FOR PROPOSAL FOR WEBSITE REDESIGN

I. INTRODUCTION

The City of Coachella (the “City”) is soliciting proposals for a comprehensive website redesign. Any eventual system must not only meet the requirements set forth in this Request for Proposal (RFP), but must also be flexible and scalable in order to meet the City’s future business and technology needs.

The purpose of the RFP is to provide interested vendors with sufficient information to enable them to propose and submit proposals for the scope outlined within the RFP.

The City seeks proposals from interested vendors that have proven experience in designing, implementing and supporting websites that support local governments (City, County, etc.) of similar size to the City of Coachella.

II. PERIOD OF CONTRACT

Unless earlier terminated as allowed for in the agreement, contract term shall be for a period of one (1) year. The contract term is anticipated to commence after City Council award of this contract and upon receipt and approval of all required bonds and insurance documents.

III. OPTION OF RENEWAL

The term of this agreement may include provision for renewals as set forth in the Scope of Services, attached as Exhibit A.

IV. FISCAL NONFUNDING CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall retain the right to notify the provider of such occurrence in writing at least thirty (30) days before the end of the current fiscal period and terminate the contract on the last day of the current fiscal period without penalty or expense to the City.

V. SCOPE OF WORK/SERVICES

The scope of work may include any and all work efforts related to the **Website Redesign** as set forth in **EXHIBIT A - SCOPE OF SERVICES**.

The contractor shall be an independent contractor capable of providing experienced, knowledgeable and professional staff. The contractor shall be responsive and maintain excellent working relationships with city residents, businesses, government officials and City staff. The contractor shall provide adequate staffing levels at all times and adhere to established schedules.

The contractor shall comply with all federal, state and local laws, rules, regulations, ordinances, and statutes.

VI. GENERAL INFORMATION

- A. The term of the contract will begin after the contract award by the City Council and approval of required bonds.
- B. When determined appropriate, the City will provide information in its possession relevant to preparation of required information in RFP. The City will provide only the staff assistance and documentation specifically referred to herein.
- C. The proposer shall be responsible for retaining data, records and documentation for the preparation of the required information. These materials shall be made available to the City as requested by the City.
- D. This RFP does not commit the City to pay costs incurred in preparation of a response to this RFP. All costs incurred in the preparation of the proposal, the submission of additional information, attendance at preproposal conference, negotiations with City, and/or any other aspect of a proposal prior to award of a written contract will be borne by the proposer. The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any informality or technical defect in the proposal.
- E. All data, documents and other products used, developed, or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.
- F. The City reserves the right to reject, replace and approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any subcontractor(s). Subcontractors shall be the responsibility of the prime contractor and the City shall assume no liability of such subcontractors.

VII. PROPOSER RESPONSIBILITIES

The selected proposer will assume responsibilities for all services in its proposal. The selected proposer shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

VIII. INITIATION/KICK OFF MEETING

The successful proposer will be required to meet with City staff prior to commencement of services or at any time as required by the City, to discuss and agree on operational issues including transition of services and scheduling.

IX. CITY BUSINESS LICENSE

The selected proposer shall be required to obtain a City of Coachella Business license within thirty (30) days of selection and must provide a copy to the City Contact or designee prior to commencing any work in Coachella.

X. ADDENDA

Any subsequent changes in RFP from the date of preparation to date of submittal will result in an addendum or amendment by the issuing office. Notification of such addendum or amendment shall be effected by posting on City's website, as set forth in the Notice Inviting Proposals.

XI. RULES FOR PROPOSALS

The signer of the RFP must declare in writing that the only person, persons, company, or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer of the proposal has full authority to bind the proposer (Exhibit G).

XII. COMMUNICATIONS AND INTERPRETATIONS/CLARIFICATION DEADLINE

To facilitate the RFP process, proposers are required to monitor the City's Bid and RFP page at <https://www.coachella.org/services/proposals-bids>. No oral interpretations will be made by the City to any proposer as to the meaning of requirements identified herein, including the Scope of Services and Terms and Conditions. Every request for such an interpretation or clarification must be submitted in writing. **Please submit all inquiries via email to City Contact by 3:00 p.m., on Thursday, May 9, 2019.** Significant interpretations or clarification will be made by an addendum to this RFP. Addenda may become part of the agreement documents.

All proposers are recommended to visit the above mentioned website on a regular basis.

XIII. SUBMITTAL INFORMATION AND DEADLINE

Proposals are due to the City of Coachella, at the date, time, via email set forth on the Notice Inviting Proposals. Faxed and mailed proposals will **not** be accepted.

XIV. SUBMITTAL REQUIREMENTS

The RFP is intended to assess and evaluate each firm's capabilities as they apply to the proposed project.

Submittal of Proposal

The City requires an electronic submittal of bid responses to facilitate group review and document distribution. No paper bid submittals will be accepted.

- a. The electronic submittal is emailed to the City contact (see page 1), by the RFP due date and time deadline.
- b. Title the e-mail so it won't be lost in an e-mail stream.
- c. Any risks associated are borne by the Proposer.
- d. The City email system will allow documents up to 10 megabytes.
- e. Do not zip the RFP response. The City email system will strip out any attachments that are in .zip format.
- f. Structure your proposal to include the Scope of Services response, general time implementation schedule, fees/contract price, and exhibits.

Each firm must address each of the following items in its response to the RFP:

- A. Statement of Qualifications - In order to maintain uniformity, the Statement of Qualifications must be limited to a **MAXIMUM of 30 PAGES** (excluding front and back covers, section dividers and exhibits). The page limitation includes all appendices, attachments, and supplemental information.

The following information is required:

1. Cover Letter – A letter signed by a principal or authorized representative who can make legally binding commitments for the entity.
2. Firm and Personnel Experience: A profile of the firm's experience, including the names and experience of personnel and sub consultants who will be providing services. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual's time devoted to this project. The project manager/principal agent shall be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview.
3. Implementation Plan: Proposer shall submit a general description of the deliverables and timelines to complete the project.
4. Financial Responsibility (Capacity): If requested, proposer must be willing to submit its most recent audited financial statement, evidencing proposer's financial capacity to fully perform the required services.

B. EXHIBIT C – PROPOSERS STATEMENT AND PROPOSAL ITEM PRICING

Vendors must provide detailed fixed prices, including out-of-pocket expenses, for all costs associated with the responsibilities and related services indicated herein. Clearly specify the nature of expenses anticipated and the amount of each category for out-of-pocket expenses.

Vendors must submit a number of hours of service to be provided for each year of the contract, an hourly cost for services and a total fixed-price for the project budget.

- C. EXHIBIT D –REFERENCES – The Proposer shall submit a list of agencies, past and present, for whom you have provided work similar to that identified in this RFP (Exhibit A) for the last 3 years. Include the following information in the description section of the exhibit:

- Approximate number of pages of the site
- Approximate number of content contributors

D. EXHIBIT E - PROPOSERS STATEMENT

E. EXHIBIT F – SAMPLE ADDITIONAL INSURED ENDORSEMENT FOR COMMERCIALGENERAL LIABILITY POLICY

- F. The **proposal must be completely responsive to the RFP**. Any exceptions to the requirements of this RFP must be included in the proposal. Such exceptions must be included as a separate element of the proposal entitled "Exceptions and Deviations." The Executive Director, in his sole and absolute discretion, may authorize or deny any exceptions.

- G. The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise. The City reserves the right to waive minor inconsistencies in submitted Proposals.

XV. CONSULTANT SELECTION – PROPOSAL AND EVALUATION

The criteria for evaluating the proposals submitted will take the following items into consideration:

- Demonstrated competence;
- Experience in performance of comparable engagements;
- Reasonableness of cost;
- Expertise and availability of key personnel;
- Financial stability; and
- Conformance with the terms of this RFP.

The proposals will be reviewed by a committee of City team members. The committee will evaluate proposers based on the response to the RFP and the City evaluation criteria set forth above. A final ranking will be determined based on entirety of the submitted proposals. The committee may interview the top tier of proposers and recommend award of the contract to the proposer who will provide the best quality service at minimum cost to the City. The City reserves the right to negotiate pricing and for additional terms. City reserves the right to begin negotiations and enter into a contract without interview or further discussions.

XVI. PUBLIC RECORDS

Proposals will become public record after award of contract. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.

XVII. PROTESTS

Proposers may file a “protest” to a Request for Proposal (RFP with the City’s Contact. In order for a protest to be considered valid it must:

1. Be filed in writing within five (5) business days of either the RFP issued date or before 5:00 p.m. of the 5th business day following the posting of RFP Results/Notice of Intent to Award Agreement on the City’s website;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;
4. Specify, in detail, the ground of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at the time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City’s Contact, or other designated City staff member, shall review the basis of the protest and all relevant information. The City’s Contact or designee will provide a written decision to the protestor within ten (10) business days from receipt of protest. The decision of the City’s Contact, or designee, is final and no further appeals will be considered.

EXHIBIT A

CITY OF COACHELLA REQUEST FOR PROPOSALS FOR WEBSITE REDESIGN AND IMPLEMENTATION OF DRUPAL CONTENT MANAGEMENT SYSTEM

SCOPE OF SERVICES

DESCRIPTION AND SCOPE OF WORK

The City of Coachella is issuing this Request for Proposals (RFP) for Website Redesign.

A. BACKGROUND

The City has one primary website (www.coachella.org) to provide different avenues of communication for its residents and to also direct specific information to a variety of segments of audience such as those interested in visiting or doing business with the City.

The City of Coachella's website was initially designed and established by Beseen on March 31, 2001. The City Council decided to redesign the iteration of the City website in 2012 due to advances in technology that created smartphones and tablet devices that allowed for webpages to format to the device's screen shape and size.

Initially the City's various departments were responsible for managing their departmental content which was directed and approved by each Department Director. Over time it has migrated to the City Manager's Office to ensure updates are done in a timely manner.

Responsibility for authoring content updates is distributed across multiple departments. The City Manager's Office is responsible for all City websites.

This RFP is for website redesign as well as full development and implementation services. The City currently uses 3rd party non-vendor specific cloud hosting.

The current City website is utilizing a content management system and hosted by a 3rd party non-vendor specific cloud hosting. The City currently uses Granicus to manage the updating of content for the primary website.

B. PROJECT DRIVERS

1. Consider replacement current Granicus environment with a alternative database-driven web content management system.
2. Provide intuitive, easy-to-use interface for content contributors to create/update web content.
3. Functional, appealing, service-based, and responsive website design that allows easy access from all devices, including smart phones.
4. Strong search capabilities.
5. Include an Open Data portal for public data.
6. Include an Economic Development portal.
7. Advanced features such as language translation (Spanish), and personalization.
8. Have the site be hosted with failover redundancy.

C. TECHNICAL REQUIREMENTS

1. MySQL or equivalent open source database engine.

2. Assist with installation and configuration of all the necessary environments (e.g., Dev, Test, Staging, Production, etc.).
3. Create mechanisms to automatically migrate data from Staging to Production or from Production to Staging.
4. Create ability to refresh environments from Production, when necessary.
5. Design should utilize HTML5.
6. Ability to install and utilize plugins for additional features and functionality.
7. Support for Google Analytics

D. FUNCTIONAL REQUIREMENTS

GENERAL

1. Site design must meet ADA requirements.
2. Ability to create FAQ pages.
3. Links to City mobile apps.
4. Focus on online services.
5. New staff photos

CALENDAR/EVENTS

6. Calendaring system that provides for multiple individual calendars that can also be rolled up into one calendar.
7. Calendars should have options for different views.
8. Calendars have classification that can be used for personalization. (See Personalization section).
9. Online event information submission.

ECONOMIC DEVELOPMENT PORTAL

10. Portal may have unique templates and even be a sub-site.
11. Site will contain embedded media, such as video, slide decks and high resolution photos
12. Functionality across several user platforms – including mobile devices and major browsers (Chrome, IE, Safari, Firefox, etc.)
13. Support for Google Analytics

EDITING

14. Provide necessary templates to allow content contributors to easily create the various content types required for the City site.
15. Content contributors should have the option of a WYSIWYG or HTML editor for editing webpages, articles, posts, or newsletters.
16. Ability to version pages and revert to prior versions.
17. Ability to stage and expire content by date and time.
18. Content contributors have the ability to add new pages and add to website navigation.
19. Ability to copy and paste from Microsoft Word.
20. Ability to classify any object with categories, tags, or meta data to improve search results.
21. Ability to easily attach and work with images and photos in the editor.
22. Ability to easily embed video images into webpages.
23. Ability to easily post emergency notices to the homepage.

EMAIL LIST MANAGEMENT

24. Website should provide visitor with the ability to subscribe to a variety of opt-in email lists, such as email newsletters, announcement lists, or discussion groups.
25. Visitors should be able to unsubscribe from lists.
26. Integration should exist to integrate lists with marketing services such as Constant Contact.

FORMS

27. Provide the ability to create data entry forms that send email notifications.
28. Provide the ability to create data entry forms that update an internal database.
29. Provide the capability of creating online surveys.
30. Ability for users to report problems and ask questions.

IMAGES AND VIDEO

31. Centralized image and photo libraries for managing website assets.
32. The ability to have the system automatically resize images and photos into web-friendly sizes -- Preferably during the upload process.
33. The ability to create thumbnail images of photos and images automatically without using its full size.
34. The ability to create photo albums/galleries that can be embedded into webpages.
35. Provide the ability to attach captions to photos.
36. Ability to upload and store video files.
37. Ability to display streaming video feeds.

INTEGRATION

38. Ability to embed other sites/applications into the website (iFrame).
39. Ability to communicate with other City systems to exchange data, if desired.
40. Ability to send out email blasts to distribution list.
41. Ability to integrate with Nixle (Nixle.com) for alerts.

MULTIPLE LANGUAGES

42. Provide the ability to easily display the entire site in Spanish/English through Google Translate.
43. Provide the ability to have alternate versions of pages for multiple languages and display those pages if that is the visitor's preference.

NEWS

44. Provide tools for creating and managing news items and press releases. Items may be specific to department for departmental pages or rolled up for the home page.
45. News items may or may not contain an image or picture.
46. Ability to display department-specific items on departmental pages, identify which items will roll up to home page and indicate which items may stick to homepage.
47. Ability to provide an RSS feed of news items.

OPEN DATA PORTAL

48. Must meet California Open Data requirements
(http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB169)
49. Integrate portal with primary website and provide consistent navigation, look and feel.

PERSONALIZATION

50. Provide the ability to have users choose preferences in a profile that will then tailor content for their viewing. For example, choose neighborhood(s)/park(s) in order to see content (news, events) specific to the neighborhood(s)/park(s).
51. Allow users to change their profile settings.
52. Allow content contributors to classify content in a way that facilitates personalization preferences.

SEARCH

53. Provide a powerful integrated search engine that can index managed content.
54. Allow ranking or prioritizing of search results.
55. Searches should be across all content types (e.g., News, webpages, images, video, etc.)

56. Allow federated search of other City domains (sub-sites).

SECURITY AND WORKFLOW

In all submitted proposals, vendors shall be able to provide an overview of security, encryption, and other website protections to ensure that the City's website and content management systems are safe and secure. Should a breach occur, the vendor shall assist the City of Coachella in restoring data at no cost. Additional security features shall include:

57. Provide LDAP integration with the City's Active Directory for single sign-on.
58. Provide role-based security that limits access and functionality based on a user's logon.
59. Provide workflow for approvals of content changes.
60. Must use the latest security techniques to prevent hacking.
61. Must have tools for users to use self-service for registration and for reminders/resetting of forgotten IDs and passwords.

SOCIAL MEDIA

62. Provide for a separate portal/page for Social Media links.
63. Provide controls for the public to share website content on various social media platforms.
64. Provide tools to embed social media feeds into website pages.

STATISTICS

65. Provide ability to capture and report on website visitor information/statistics.

TRAINING

66. Provide manual for technical administration of the CMS.
67. Provide training manual for content contributors.
68. A style guide with graphic design standards, font/colors and digital images must be supplied.
69. Identify and provide web information management tools to comply with the State of California Public Records retention guidelines.

MAINTENANCE AND SUPPORT

In all submitted proposals, vendors shall be able to produce a separate Service Level Agreement that outlines all website/CMS maintenance services, and details guarantees of customer support as well as a service escalation process. While the website content updates are to be managed by the City of Coachella through the CMS, the vendor must commit to regular maintenance and updating of the CMS and associated applications for the purpose of keeping the existing software up-to-date as well as introducing new functionality and applications.

70. Content creators of the CMS shall have access to live support via e-mail or phone during the City of Coachella's normal business hours.
71. Designated administrators shall have access to live support 24/7 for emergencies

E. DESIGN REQUIREMENTS

Vendor is expected to develop design themes that incorporate the City's branding elements with updated colors, typography, layouts and other such elements. A focus of the updated design will be to support improvements to user experience.

The new design should incorporate today's design elements used by progressive and technology-friendly agencies also utilizing navigational trends that model the mobile user's needs. For example, design should reflect use of images rather than text with use of photography and graphics, the site should be nimble and portray a mood and a reflection of City culture. The layout should be liquid rather than static with a focus on presentation plan/information architecture (content placement and navigation).

The resulting website must be responsive meaning it will employ a responsive design that will present the site's content in a style and layout that adapts to the capabilities and limitations of the particular user agent (computer, tablet, mobile device, assistive browser etc.) being used to visit the site. Optimization of delivered content will be accomplished by employing design strategies such as progressive enhancement, fluid layouts, proportion-based grids, responsive images, and CSS3 media queries. This responsive design should be friendly for touch based navigation.

The website will function as an effective communications and marketing tool highlighting City news, functions and services for the community and beyond.

The site must be unique, look professional, and uniformly represent the City in interaction with residents, businesses, and visitors both current and potential.

The entry point for the site must represent the quality, character and embodiment of the City allowing users easy access to information with minimal clicks.

The vendor will work with the City team to plan and organize information on the site, which most likely will include planning sessions, regular meetings, and continued communication throughout the duration of the website design project.

F. IMPLEMENTATION

The Vendor must describe its proposed design and implementation services. The proposed solution must include a comprehensive implementation plan complete with a description all activities, activity schedule and resources proposed for a successful product implementation. The City is seeking a single phase rollout with a new website design running on a full function CMS.

The City is looking for the vendor to provide project management and application technical resources.

The City will provide technical, and user resources to support the City's obligation under the project contract in accordance with the Vendor's installation approach and associated activities. Provide your views and description (# of staff, project roles and time commitment) of the team.

G. PERFORMANCE SCHEDULE

Provide a high-level Gantt chart that shows the major phases, their durations, and the total number of consulting hour (per phase) that is included in the cost estimate. Include a payment schedule that is based on City acceptance of milestones.

EXHIBIT B

CITY OF COACHELLA REQUEST FOR PROPOSALS FOR WEBSITE REDESIGN AND IMPLEMENTATION

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 201_ by and between _____ (hereinafter "Consultant"), and the City of Coachella, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "City").

RECITALS

1. The City desires to retain a consultant having special skill and knowledge in the field of _____.
2. Consultant represents that Consultant is able and willing to provide such services to the City and is licensed by the State of California to provide Website Redesign and Implementation of Drupal Content Management System.
3. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional website redesign and implementation firm.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

I. SCOPE OF SERVICES

Consultant shall perform those services as set forth in **Exhibit A** to this Agreement.

II. COMPENSATION

1. City agrees to pay and consultant agrees to accept as total payment for its services, the rates and charges set forth in consultant's proposal, attached hereto and incorporated by reference. The amount to be expended for services shall not exceed (dollar amount) (\$_____) during the term of this agreement.
2. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on _____, 201_, unless terminated earlier in accordance with Section 12, below. The term of this Agreement may be extended upon a writing executed by the City Manager and the City Attorney

INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Consultant shall supply City with a fully executed additional insured endorsement in substantially the form attached hereto as Exhibit C upon execution of this Agreement and shall be approved in form by the City Attorney.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
 - (i) Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.

- (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - (iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

6. INDEMNIFICATION

Consultant agrees to and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the direct or indirect operations of the Consultant or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding.

7. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

8. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

A. NOTICE

Any notice, tender, demand, delivery or other communication pursuant to this agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, sent by tele facsimile communication, or via e-mail to the following persons:

To City: Jacob Alvarez
Assistant to the City Manager
City of Coachella
1515 Sixth Street
Coachella, CA 92236

With courtesy copy to: City Attorney
City of Coachella
1515 Sixth Street
Coachella, CA 92236

To Contractor:

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

10. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

11. ASSIGNMENT

In as much as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

12. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the City Manager may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

13. DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

15. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Coachella and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

16. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF COACHELLA

ANGELA M. ZEPEDA
City Clerk

WILLIAM PATTISON
City Manager

APPROVED AS TO FORM:

CARLOS CAMPOS
City Attorney

RECOMMENDED FOR APPROVAL:

CONSULTANT

Name
Executive Director – (Agency)

(NAME)
(Title)

Tax ID# _____

EXHIBIT C

CITY OF COACHELLA
REQUEST FOR PROPOSALS FOR
WEBSITE REDESIGN AND IMPLEMENTATION

PROPOSERS CERTIFICATION and PROPOSAL ITEM PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit A) and am familiar with the scope of work locations. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposal Item Price - Pricing shall be based on a fixed-price basis **for services described in Exhibit A.** Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City Contact or designee in writing.

Please attach proposed cost and payment schedule.

LEGAL NAME OF COMPANY

PHONE AND FAX NUMBERS

BUSINESS ADDRESS

PRINTED NAME OF AUTHORIZED AGENT

TITLE

SIGNATURE OF AUTHORIZED AGENT

DATE

E-MAIL ADDRESS

FEDERAL ID NUMBER (IF APPLICABLE)

CONTRACTOR LICENSE NUMBER (IF APPLICABLE)

<p><u>THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.</u> PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.</p>

EXHIBIT D

CITY OF COACHELLA REQUEST FOR PROPOSALS FOR WEBSITE REDESIGN AND IMPLEMENTATION

REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ Facsimile Number: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

Reference

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ Facsimile Number: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

Reference

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ Facsimile Number: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

EXHIBIT E

CITY OF COACHELLA REQUEST FOR PROPOSALS FOR WEBSITE REDESIGN AND IMPLEMENTATION

PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Coachella, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the City Clerk with her signature and official seal noting hereon the action of approval of the Council, signed by the City Manager or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm _____

Signed and Printed Name: _____

Title _____

Date _____

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

EXHIBIT F

**CITY OF COACHELLA
REQUEST FOR PROPOSALS FOR
WEBSITE REDESIGN AND IMPLEMENTATION**

**SAMPLE ADDITIONAL INSURED ENDORSEMENT
FOR COMMERCIAL GENERAL LIABILITY POLICY**

Insurance Company _____

This endorsement modifies such insurance as is afforded by the provisions of Policy # _____ relating to the following:

1. The City of Coachella, 20 Civic Center Plaza, Coachella, California 92701; its officers, employees, agents, volunteers and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.
2. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
3. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Coachella, 1515 Sixth St, Coachella, California 92236.

(Completion of the following, including countersignature, is required to make this endorsement effective.)

Effective _____, this endorsement form as a part of

Policy # _____

Issued to _____

Named Insured

Countersigned by _____

Authorized Representative

SAMPLE ONLY