



# **CITY COUNCIL AGENDA REPORT**

MEETING DATE: MAY 3, 2011

ITEM NUMBER:

**SUBJECT:** PLANNING COMMISSION PRIORITIES FOR TECHNOLOGICAL EFFICIENCIES FOR CONSIDERATION IN PREPARATION OF THE UPCOMING BUDGET

**DATE:** APRIL 20, 2011

**FROM:** DEVELOPMENT SERVICES DEPARTMENT

**PRESENTATION BY:** REBECCA ROBBINS, ASSISTANT PLANNER  
KIMBERLY BRANDT, DIRECTOR

**FOR FURTHER INFORMATION CONTACT:** REBECCA ROBBINS (714)754 5609  
rrobbins@ci.costa-mesa.ca.us

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## **RECOMMENDATION:**

Consider the following technology-related infrastructure items for inclusion in next year's 2011/2012 budget:

1. Upgrades to Development Services Department website as part of the overall upgrade of the City's website
2. Electronic Plan Checks
3. Mobile Field Units

## **BACKGROUND/DISCUSSION:**

On April 11, 2011, Planning Commission forwarded to City Council the following technology-related infrastructure information.

### **ITEM 1. UPGRADE TO DEVELOPMENT SERVICES WEBSITE**

#### **FY 11-12 BUDGET REQUEST: To Be Determined (City-Wide Update)**

Updates to the Development Services Department website will increase efficiency and productivity and will be folded into the overall upgrade of the City's website. City Council has designated \$50,000.00 in the current year budget. The Request for Proposal which was released on April 15, 2011, is attached for informational purposes.

Potential model websites from nearby local agencies include Anaheim, Huntington Beach, Irvine, Newport Beach, and Orange. These websites feature lists of planning applications and status, online parcel search and mapping, online complaint submittal, property permit records, and online permit submittal. Benefits from these features include:

- List of planning applications and status. Posting a list of the planning applications and status of projects will help keep applicants and property owners informed on where their application is in the review process.
- Online permits. With online applications and submittal for sidewalk sales, banner permits, and businesses licenses, the processing time and the usage of paper will be minimized.
- Online parcel search and mapping. Online parcel search and mapping will allow appraisers, developers, business owners, and property owners to identify the zoning of a property, as well as many other features, with the click of a button. This feature will minimize the time staff spends with phone calls on general property and zoning questions.
- Online complaint submittal. Online submittal of complaints will allow staff to receive the complaint and ensure it gets to the appropriate department in a timely manner. The City of Anaheim, for example, has a drop down menu that includes a list with a choice of departments to send the complaint.
- Online property permit records. Online property permit records will reduce the need for City staff to make paper copies of the documents for customers since the electronic files will be readily available online.
- Online plancheck and building permit submittal. Online permit submittal will give applicants the ability to submit paperless plan checks for review by multiple departments. (See Item 2 below)

The website upgrade will increase efficiency and allow the public direct access to information that currently requires a phone call or visit to the City offices.

## **ITEM 2. ELECTRONIC PLAN CHECK (E-PLAN REVIEW)**

### **BUDGET REQUEST: Approximately \$54,000.00**

Electronic plan check by GreenVue Fusion offers a variety of features including, but not limited to, electronic permitting, digital plan review, web portal, and digital archive systems. Applicants will be able to submit paperless plans for plan check and plan review electronically. Benefits from these features include:

- Integrated web portal. Integrated web portal will allow residents and local businesses to access information such as permit status and inspection requests. This will allow staff to be more productive in completing plan checks/assignments and will minimize phone calls with questions regarding status updates.
- Digital plan review. Digital plan review allows multiple plan reviewers from different departments to work on the same plan.
- Electronic plan check. Electronic plan check will greatly reduce, and possibly eliminate, the use of paper for submittal of plans, permits, and archival documents. Since the final product is already in electronic format, there will be no need to send plans out for document imaging.

- Save time and money. Customers will save time and money in printing costs and delivery of the plans for permit submittal.

This new program will cost an estimated \$53,830.00 for equipment and installation. The annual licensing fee is estimated at \$500.00 for a total of 10 licenses.

### **ITEM 3. MOBILE FIELD UNITS**

#### **BUDGET REQUEST: Approximately \$130,000.00**

The mobile field units with wireless access will be for the use of the City's Code Enforcement Officers and Building Inspectors. Some key features include the ability for the City's field workers to:

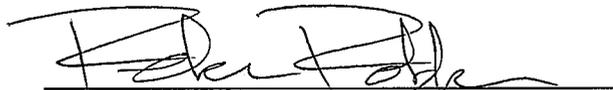
- Create new inspections, investigations, service requests, work orders, or code enforcement cases
- Cancel, reschedule, or reassign field appointments
- Sign off on jobs and submit results back to the agency in real-time
- Review case, application, or permit summary
- Create and print reports in the field

The field units will provide staff with the tools to be more efficient and productive. Staff can spend more time out in the field performing inspections instead of being in the office making inspection entries at the end of the day. With wireless capability, staff will be able to access our permit system from the field. In turn, our permit system will then reflect direct, real-time status of a permit should staff at the office need to access the information.

This new program will cost an estimated \$130,000.00 for equipment and installation. The recurring annual charge is an estimated at \$23,880.00.

#### **CONCLUSION:**

Planning Commission considers the specified items related to technology infrastructure a high priority to increase efficiency and productivity of the Development Services Department and requests City Council's consideration to include these items in the upcoming 2011/2012 budget.

  
REBECCA ROBBINS  
Assistant Planner

  
KIMBERLY BRANDT, AICP  
Development Services Director

ATTACHMENT: Request for Proposal

cc.: Chief Executive Officer  
Assistant Chief Executive Officer  
City Attorney  
Public Services Director  
Building Official  
Transportation Services Manager  
Public Affairs Manager  
Fire Protection Analyst  
Staff (4)  
File (2)

File: 050311TechEfficiencies	Date: 042111	Time: 1:40 p.m.
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**REQUEST FOR PROPOSAL #1143**

**FOR**

**RE-DESIGN, DEVELOPMENT, IMPLEMENTATION, AND HOSTING OF THE CITY  
OF COSTA MESA'S WEBSITE**

**Finance Department  
CITY OF COSTA MESA**

**Released on April 15, 2011**



# CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

FINANCE DEPARTMENT  
PURCHASING

## CITY OF COSTA MESA

### REQUEST FOR PROPOSALS

FOR RE-DESIGN, IMPLEMENTATION, AND HOSTING OF THE CITY OF COSTA  
MESA'S WEBSITE

PROPOSAL NO. 1143

NOTICE IS HEREBY GIVEN that sealed proposals shall be received by the City of Costa Mesa to wit: The City of Costa Mesa, City Clerk's Office, P. O. Box 1200, Costa Mesa, California 92628-1200, on or before the hour of **4:00 p.m. on Friday, May 6, 2011**. It shall be the responsibility of the offeror to deliver his proposal to the City Clerk by the announced time. Delivery Location: City of Costa Mesa, City Clerk's Office, 77 Fair Drive, Room 101, Costa Mesa, California 92626.

Proposals shall be returned to the attention of the City Clerk, within said time limit, in a sealed envelope identified on the outside with the *Offeror's Business Name, Proposal Item Number, Identify - RFP 1143, for Re-design, Development, Implementation, and Hosting of the City of Costa Mesa's Website and the Due Date*. There will be no public opening of proposals.

The Request for Proposal may be downloaded from the web site at <http://www.ci.costa-mesa.ca.us/departments/CMPurchasing.htm>. If you have additional questions, please contact Richard Amadril, Purchasing via e-mail at: [ramadril@ci.costa-mesa.ca.us](mailto:ramadril@ci.costa-mesa.ca.us).

Dated: April 15, 2011

PHONE: (714) 754-5227 FAX: (714) 754-5040 TDD: (714) 754-5244 [www.ci.costa-mesa.ca.us](http://www.ci.costa-mesa.ca.us)

**RE-DESIGN, DEVELOPMENT, IMPLEMENTATION, AND HOSTING OF THE CITY OF COSTA MESA'S WEBSITE  
REQUEST FOR PROPOSAL (RFP)**

**1. BACKGROUND**

The City of Costa Mesa is a community located in Orange County between San Diego and Los Angeles. The City of Costa Mesa is a full service city incorporated in 1953. The City is comprised of approximately 16 square miles with a Council/Manager form of government and it services approximately 110,000 residents.

The City of Costa Mesa is seeking a qualified website design firm to re-design, develop, implement and possibly host the City's website. This project will involve utilizing posted information on the existing website as well as the implementation of new information, products, and features as suggested by the City and the firm selected.

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

The City's existing Internet website is [www.ci.costa-mesa.ca.us](http://www.ci.costa-mesa.ca.us). The current website contains general City information including separate pages/sections for City departments, City Services, Community, specific events and functions.

**2. SCHEDULE OF EVENTS**

This request for proposal will be governed by the following preliminary and tentative schedule, which is subject to change:

Release of RFP	April 15, 2011
Deadline for Written Questions	April 25, 2011
Responses to Questions Posted on Web	April 29, 2011
Proposals are Due	May 6, 2011
Interview of short list	May 16, 2011
Proposal Evaluation Completed	May 20, 2011
Approval of Contract (Contract to be award by Council)	June 7, 2011

### 3. SCOPE OF WORK

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

In addition, it is the City's intention to expand the current usefulness of the website, and future needs and functionality should be demonstrated in the proposal. The successful firm must have substantial experience in local government website design, development, implementation and maintenance. The project will involve utilizing information posted on the current website as well as implementation of new information, products and features as recommended by the City and the selected company.

#### Website Requirements

Current City's website was developed "in-house" 6 years ago. In order to keep up with rapidly changing design elements and the growing need for electronic services, a complete redesign and restructure of the website are required. The goal of the City's website is to serve as a public communication tool, provide access to public services, as well as provide a wealth of easily accessible information for citizens, visitors, businesses, prospective businesses, and government agencies. The website must also provide tools to streamline business operations. The new website must provide the following:

- a. Branding/Common Theme/Consistent Design: Establish a unified theme throughout the City's website. However, the established theme should also provide the flexibility to allow for different City functions and some level of individuality and/or functionality between City functions and departments.
- b. Navigation Integration: Provide hierarchical menu structure with consistent orientation and content flow, and support for breadcrumbs and dynamic site mapping.
- c. E-Government: Provide capability to implement/support online transactions (recreation class registration, secure credit card payments, business license applications, building permit applications, employment applications) via links to third-party application and allow for developing new applications as part of website framework.
- d. Subscription Services: Provide capability to subscribe to variety of City documents and email notices with links to chosen documents (agendas, minutes, press releases, meeting advisory, etc.) and store the information in the existing SQL database.
- e. Archiving System: Provide capability to maintain an archive of existing and past records such as public documents, agendas, minutes, press releases, newsletters, council

meeting videos, etc. preferably in PDF/HTML format. Word search capability is required.

f. Streaming Video: Provide streaming video of Council meetings and other City produced programming.

g. Form Printing: Website must have links or embedded plug-ins such as Adobe Reader for opening, viewing and printing static forms.

h. Interactivity: Allow for interactivity. Include e-mail response, surveys, feedback, online forms, and access to various City calendars. Incorporate the ability for users to complete interactive on-line forms and populate data in the existing SQL database.

i. Search: Provide comprehensive search capability using search engines and site map.

j. Website Hits: Provide ability to track page hits per City department's functions / individual pages and allow for reporting function and statistics that display total pages, popular pages, browsers used, etc.

k. Social Networking/Mobile Users: Provide capability to utilize social media tools (Twitter, Facebook, YouTube, etc.) for the delivery of government services online. Allow for mobile users to access website.

l. Multiple Languages Support: provide capability to translate website content to multiple languages (using Google Translator or other existing tools)

m. RSS Feeds: provide capability to integrate RSS feeds

n. Site Security: Utilizing the highest levels of encryption methods and security certificates is a requirement of the City's website. SSL Certificates currently maintained by the City include VeriSign's highest level of verification and authenticated certification process.

#### **Other Requirements and Features**

a. The website must be in compliance with the Americans with Disabilities Act (Section 508c). Please provide suggestions regarding accessibility.

b. The website must be designed for high-speed upload/download response times for both low and high bandwidth.

c. The website must be compatible with most common software and hardware platforms. Please identify this information in your proposal.

d. The website must be compatible with current versions of most commonly used browsers. Please indicate browser compatibility with your response.

- e. The website must be designed for continuous operation 24/7 except for scheduled maintenance times.
- f. Graphic files must be relevant to the site and designed for the quickest loading.
- g. Multiple calendars must be supported.
- h. All content and documents should be in HTML, Portable Document Format (pdf), or in a format approved by the City to provide ease of viewing, printing, and downloading, and in alternate ADA acceptable download formats.
- i. Website must be portable and easily scalable to allow for new functions and applications. City will own the code. All required software should be easily upgradable.
- j. Information currently posted on the website must be included in the proposal. New website will feature existing and/or new content. Content will be provided by City staff. Option for the conversion of existing content and/or providing technical assistance for the conversion of existing online interactive applications must also be included. Current website also incorporates content hosted by third-party vendors. In some cases, this content uses current City website template design. Provisions for providing this style of integration with third party applications must also be included.
- k. Content Management System – Respondent should include in the proposal the software used for content management. Content Management System needs to be structured for maintenance and updating capabilities by non-technical staff.

The Content Management System should include:

1. Highly structured and clearly defined approval level process
2. Ability to add/edit/delete images
3. Ability to add/edit/delete documents
4. Ability to add/edit/delete pages, sections, functions
5. Ability to add/edit/delete hierarchical menu items
6. Ability to add/edit/delete calendars
7. Ability to establish start and stop dates for content publishing
8. Ability to preview content prior to publishing
9. Ability to provide content editing tools (hyperlinks, spell checker, formatting tools, etc.) with or without HTML tags.

l. The proposal should include an option and/or a predefined existing application to design and produce the City's new local government online magazine.

m. The proposal must include a comprehensive timeline for each phase of the website redesign, including meetings with City staff, redesign, development, draft presentation, implementation, hosting and training.

n. The proposal must include basic training for a minimum of 25 employees, training plan and timeline.

o. The use of sub-contractors on the project is not allowed, unless the inclusion of a sub-contractor is disclosed and approved in advance.

### **Special Provisions**

The City of Costa Mesa is currently running and hosting the website on an in-house server. However, the City is looking for viable external hosting options. Please provide hosting information as an Attachment to the RFP. Hosting options should include the following:

- a. Cost
- b. Uptime – Service level must meet 99.9% operability and accessibility, 24/7/365
- c. Bandwidth and Disk space information
- d. Disaster Recovery (DR): Please provide all levels of DR and associated cost
- e. Application and data backup and recovery information
- f. Security - physical and logical
- g. Support and Maintenance
- h. Future product/services offerings

### **City of Costa Mesa Technical Information**

The City of Costa Mesa is currently hosting 4 web sites with separate domains:

1. City Website – [www.ci.costa-mesa.ca.us](http://www.ci.costa-mesa.ca.us)
2. Costa Mesa Police Department- [www.costamesapd.org](http://www.costamesapd.org)
3. Redevelopment Agency – [www.cmredevelopment.org](http://www.cmredevelopment.org)
4. Costa Mesa Community Foundation – [www.cm-fund.org](http://www.cm-fund.org)

The City of Costa Mesa web site is hosted in house and the server configurations are:

- Linux Operation System (Redhat Enterprise 3.0)
- Apache Webserver 2.0
- MySql database v.4.x
- PHP web programming language v.4.x
- Server script (cgi): Perl programming language
- Client script: Javascript including jQuery.

### **4. PROPOSAL FORMAT GUIDELINES**

Interested contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the bidder's response:

A. Vendor Application Form and Cover Letter

Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California and the office from which the project will be managed.

B. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

- 1) An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- 2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- 3) Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion. Be as realistic as possible since this will be a part of the contractual agreement. The design and implementation can be broken into section with different target dates.
- 4) Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

D. Staffing

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

**E. Qualifications**

The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
- 2) A summary of the your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
- 3) Sample Home Page – Provide a sample of what you envision as the home page for this site.
- 4) Site Map – Based upon the information provided, provide a sample site map showing the number of levels envisioned.
- 5) Provide at least five local references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
  - ◆ Client Name
  - ◆ Project Description
  - ◆ Project start and end dates
  - ◆ Client project manager name, telephone number, and e-mail address

**F. Fee Proposal**

The proposal should be broken down by phases and types of work. The following cost information is to be provided:

- License cost for core functionality.
- License cost for additional modules required to provide the functionality mentioned in this RFP
- Hourly rate for professional services, including task description.
- Include any component of the website development/design where the use of subcontracts will be utilized. State the name of the sub-contractor and work they are to perform on the proposal. Use of sub-contractors is to be included on proposal.

**5. PROCESS FOR SUBMITTING PROPOSALS**

- ◆ **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

◆ **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

◆ **Number of Proposals**

Submit eight (8) copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

◆ **Submission of Proposals**

*Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on May 6, 2011 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.*

City of Costa Mesa

City Clerk Office

77 Fair Drive

Costa Mesa, CA 92628-1200

RE: Re-design, Development, Implementation, and Hosting of the City of Costa Mesa's Website

◆ **Inquiries**

*Questions about this RFP must be directed in writing, via e-mail to:*

Richard Amadril, Purchasing

ramadril@ci.costa-mesa.ca.us

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the contracting officer listed above regarding this RFP, except during the pre-proposal conference. Refer to the Schedule of Events of this RFP or the City webpage to determine if a pre-proposal conference has been scheduled. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

◆ **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

## 6. EVALUATION CRITERIA

The City's consultant evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The City of Costa Mesa Selection Committee comprised of management and non-management staff shall review, evaluate and rate all proposals. Evaluation of responses will be based, in part, on the following criteria :

1. Project understanding: Appropriateness and acceptability of plan and approach 25%
2. Reference 10%
3. Reasonable cost to the City 25%
4. Ability to provide services; Knowledge of and experience with similar projects & past web designs 30%
5. Other: Services or product that exceed the mandatory requirements (Add value) 10%

The following factors while not rated will also be considered in the acceptance, evaluation and selection of a respondent:

- Commitment to working with the City of Costa Mesa and addressing current and future needs with respect to website development, content, equipment and service requirements of the City's website.
- Completeness of responses to specific requirements of the solicitation.
- Proposed approach in completing the work timely and within budget.
- Extend to which the design concept reflects the objectives noted in this RFP.
- Proposed compensation and payment schedule tied to accomplishing key tasks.
- Identification of new equipment or licensing requirements that may affect short-term and long-term costs to the City of Costa Mesa.

The City may also contact and evaluate the bidder's and subcontractor's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

A Notification of Intent to Award may be sent to the vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

## 7. STANDARD TERMS AND CONDITIONS

- ◆ Amendments

The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; bidders should check this web page daily for new information.

◆ Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the bidder. All proposals submitted become the property of the City.

◆ Contract Discussions

Prior to award, the apparent successful firm may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm. See Exhibit B for a sample agreement.

◆ Confidentiality Requirements

The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.

◆ Financial Information

The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow for an evaluation of your firm's financial capabilities.

◆ Insurance Requirements

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful bidder must furnish the City with the Certificates of Insurance proving coverage as specified in Appendix C. Failure to furnish the required certificates within the time allowed will result in forfeiture of the Proposal Security.

*Please carefully review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal enclosed herein. The terms of the agreement, including insurance requirements have been mandated by City Council and can be modified only if extraordinary circumstances exist. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.*

## Appendix A

### COMPANY INFORMATION

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

## EXHIBIT B (SAMPLE)

### CITY OF COSTA MESA - PROFESSIONAL SERVICES AGREEMENT

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

#### RECITALS

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

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

- 1.0 **SCOPE OF WORK.** The project is more particularly described as follows:  
[response to the RFP to be included as an attachment to the contract].
- 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
  - 1.1.1 Work closely with the Chief Information Officer in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The Chief Information Officer, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Chief Information Officer may delegate authority in connection with this Agreement to the Chief Information Officer's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the Chief Information Officer delegates authority to [list names or titles of authorized representatives].
  - 1.2 1.1.2 The text of this AGREEMENT, together with the Exhibits, constitutes the entire AGREEMENT and understanding and agreement between the CITY and CONSULTANT with respect to the services, work products, Software and

deliverables: This AGREEMENT supersedes all prior oral and written communications. This AGREEMENT may be amended, modified or changed, only in writing when signed by all parties or their specifically authorized representatives as set forth in this AGREEMENT.

1.3 If there is a conflict among the text of this AGREEMENT, any provision or term in any Exhibit, and an amendment of this AGREEMENT, the following orders of precedence shall apply: an amendment of this AGREEMENT shall govern over any conflicting provisions of earlier amendments, this AGREEMENT, and terms in the Exhibits; and thereafter, the text of this AGREEMENT shall govern over any conflicting provision or terms in the Exhibits; and thereafter, The Exhibits including: Scope of Work (Exhibit A), Project Timeline (Exhibit B), Insurance Certificates (Exhibit C), Vendor Registration Form/W-9 (Exhibit D), Escrow Agreement (Exhibit E). CONSULTANT is solely responsible for determining the hours and method of CONSULTANT's AGENTS' services, as well as for providing all necessary training and instruction to CONSULTANT's AGENTS so that they are able to satisfy CONSULTANT's obligations contemplated by this AGREEMENT.

1.4 CONSULTANT shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments, and additions thereto, pertaining in any manner to the performance or services provided under this AGREEMENT. CONSULTANT shall obtain all patents, licenses, and any other permission required to provide the services work product, or deliverables by the CITY or shall provide, upon the approval by the CITY, alternate, equivalent services, work products, or deliverables for use by the CITY, provided the CITY shall not unreasonably withhold approval of reasonable alternatives which do not significantly increase the cost or burden upon the CITY or the CITY's equipment, systems, staff, or facilities. CONSULTANT has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by CONSULTANT. CONSULTANT provides no warranty whatsoever for any third-party hardware or Software products. Except as expressly set forth herein, CONSULTANT disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

## 2.0 TIMING REQUIREMENTS

2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.6. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.

2.2 Insert project time line.

2.3 Phase III. CONSULTANT shall prepare and deliver the final design plans to the Chief Information Officer within \_\_\_\_ calendar days of the Chief Information Officer's written authorization to perform Phase III.

2.4 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax hand delivery or mail.

3.0 **DESIGN CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by consultants under similar conditions.

4.0 **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Chief Information Officer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Chief Information Officer. CONSULTANT shall be sole responsible for the performance of any of its employees, agents or subcontractors under this agreement.

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

5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Costa Mesa's City Business License to the Chief Information Officer.

6.0 **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

7.0 **LIABILITY INSURANCE.**

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

7.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

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

Commercial General Liability Insurance  
(bodily injury and property damage)

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

Automobile Liability Insurance \$ 1,000,000

\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

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

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

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

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

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

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

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

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

violation of this Section.

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

13.0 **COMPENSATION.** For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "XX", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Chief Information Officer. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$ \_\_\_\_\_

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

13.1 CONSULTANT shall maintain accounting records including the following information:

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

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

13.3 CONSULTANT'S accounting records shall be made available to the Chief Information Officer for verification of billings, within a reasonable time of the Chief Information Officer's request for inspection.

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

13.4.1 Prior to submittal of the preliminary design plans, partial payments shall not exceed \$ to be determined.

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

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

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

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

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

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

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

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

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

- 19.0 **DISPUTE RESOLUTION.**

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

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

**TO CITY:**

City of Costa Mesa  
Chief Information Officer  
300 North Coast Highway  
Costa Mesa, CA 92054

**TO CONSULTANT:**

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

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

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

[INSERT NAME OF CONSULTANT]

CITY OF COSTA MESA

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

By: \_\_\_\_\_  
City Manager

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

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

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

APPROVED AS TO FORM:

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

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

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

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

SAMPLE

## Appendix C

### 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.