



CITY COUNCIL AGENDA REPORT

MEETING DATE: JULY 19, 2011

ITEM NUMBER: **CC-5**

SUBJECT: PROFESSIONAL SERVICES FOR WEBSITE REDESIGN

DATE: JUNE 29, 2011

FROM: OFFICE OF THE CEO

PRESENTATION BY: DAN JOYCE, INTERIM PUBLIC AFFAIRS MANAGER

FOR FURTHER INFORMATION CONTACT: DAN JOYCE (714) 754-5667
danjoyce@ci.costamesa.ca.us

RECOMMENDATION:

That the City Council:

- 1) Award a Professional Services Agreement (Attachment 1) to Vision Internet Providers, Inc., 1530 Wilshire Blvd., 2nd Floor, Santa Monica, CA 90403 in the amount of \$50,320 for website redesign; and
- 2) Authorize the CEO to execute the Professional Service Agreement.

BACKGROUND:

The City website was developed in-house six years ago. Technology has changed significantly over the past decade. Tools that are currently used to upload website content and manage the website functionality are no longer efficient. Therefore, it takes more time and effort for City staff members to manage the existing website. 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.

Accessing information and uploading new content to the existing website, along with facilitating requests to enhance the website page features and functionality, are time consuming and take time away from staff's other job functions. Additionally, several departments are requesting new website tools and functionality which would take time and special software tools to develop, test and implement the request functionality.

Due to ongoing City budget reductions and Information Technologies staff reductions, staff determined it is no longer cost or time effective to redesign the City's website internally. The cost of the new website design and content management software, as well as the time and cost to learn the tools, develop, test and launch a new website is cost prohibitive for internal staff.

Extensive research was performed to locate city government websites with the look, feel and content that would properly represent the City of Costa Mesa's needs. Prior to developing and posting the Request for Proposal (Attachment 2), several cities were contacted to obtain the design, development and content management features. These features were incorporated into the Request for Proposal.

A total of nine website development companies submitted proposals on time by the deadline of May 12, 2011.

<u>Website Development Companies</u>	<u>Proposed Project Cost</u>
Active Network	\$ 48,900
AmericanEagle	\$ 46,000
Civica	\$ 51,570
CivicPlus	\$ 69,853
Dreambox Creation	\$ 27,320
Infrafinity	\$ 43,914
Louder Design	\$ 28,900
SharePoint 360	\$187,998
Vision Internet	\$ 46,475

An evaluation committee was formed consisting of eight key staff members and one citizen representative.

- Dan Joyce, Interim Public Affairs Manager
- Bill Lobdell, Interim Director of Communications
- Brenda Emrick, Fire Protection Specials
- Richard Kirkbride, Information Technology Manager
- Lisa McPherson, Recreation Supervisor
- Dane Bora, Video Production Coordinator
- Bryan Glass, CM Police
- Khahn, Nguyen, Interim Director Development Services
- Beth Refakes, Citizen Representative

All nine proposals were reviewed and graded with a weighted scoring system. Four of the nine vendors' proposals did not meet the necessary criteria either due to cost or inability to meet the City's requirements. The remaining four vendors were invited back for a short presentation and Q&A session with the committee. Their presentations were graded on a weighted scoring system. The top two vendors, AmericanEagle and Vision Internet were given additional questions regarding costs and technical requirements. Vision Internet was chosen based on the highest score throughout the process and a unanimous vote of 9-0 from the committee. Vision Internet has provided the following pricing to redesign the website, convert existing pages, and develop up-to-date website features and functionality. (Attachment 3)

Website redesign, implantation and content management	\$46,475
And 250 pages of migration	
Additional 50 pages migration	\$ 1,445
Hosting	<u>\$ 2,400</u>
Total Cost	\$50,320

ANALYSIS:

The goal of the City's website is to serve as a public communications tool and provide access to the public services including a wealth of easily accessible information for the citizens, visitors, businesses, prospective businesses, government agencies and key strategic partners. The new website will also promote transparent government, providing rapid delivery of content to citizens and serve as a more efficient and sustainable resource for the community outreach. The new web site will utilize user-friendly, up-to-date tools to streamline department's operations.

Some of the key features will include:

- Branding/Common Theme/Consistent Design
- Navigation Integration
- E-Government
- Subscription Services
- Archiving System
- Streaming Video
- Form Printing
- Interactivity
- Search
- Website Hits
- RSS Feeds
- Social Networking/Mobile Users
- Multiple Languages Support
- Site Security
- ADA Compliant (Sec 508c)
- Multiple Calendars
- On-line Magazine
- Integration of 3rd-Party Software
- Emergency Notification
- Image Library/Photo Gallery
- Facilities Director with Google Maps

It is anticipated that the project will kick-off within thirty days from the date the contract is signed. From the kick-off date, it is estimated that the scope of work, projected timeline and the initial design phase will take approximately 120 days. From the approval of the design to the implementation date, a time line including project milestones and critical paths will be implemented and closely monitored by the City's project team and Vision Internet project manager.

ALTERNATIVES CONSIDERED:

Do not hire a firm to assist with the website redesign.

FISCAL REVIEW:

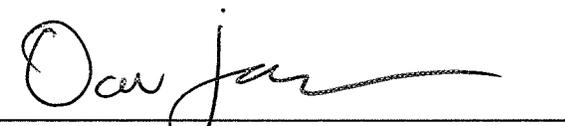
The original allocation for the project was \$50,000. The CEO's department budget has availability funding for the additional \$350 needed for award of the contract. It is recommended that the City Council authorize a contingency amount of \$20,000 for a total contract amount not to exceed \$70,350. The CEO will review all contingency items and report to the City Council related to any expenditure above \$50,350.

LEGAL REVIEW:

The City Attorney's Office has prepared the attached Professional Services Agreement. No further legal review is required at this time.

CONCLUSION:

The City issued a Request for Proposal for website redesign services on April 15 2011. After careful review of nine proposals submitted, it is recommended that City Council award the Professional Services Agreement to Vision Internet. The original allocation for this project was \$50,000; however the CEO's department budget has available funding for the additional \$350, for a total contract cost of \$50,350. The required funds for this project are budgeted in the amount of \$50,000. If necessary, staff will move existing appropriations to implement any contingency needs.



Dan Joyce
Interim Public Affairs Manager



Thomas R. Hatch
Chief Executive Officer



Lawrence D. Hurst
Director of Finance (fiscal review only)



Thomas Duarte
City Attorney (legal review only)

DISTRIBUTION: CMCVB

ATTACHMENTS: 1 Professional Services Agreement
2 RFP Re-Design Booklet

CITY OF COSTA MESA - PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, dated July 13th, 2011, is made and entered into by and between the City of Costa Mesa, a municipal corporation, ("CITY"), and Vision Internet Providers, Inc., a California corporation, ("CONSULTANT").

RECITALS

- A. CITY desires to obtain professional website design services from an independent contractor for the design and creation of a website.
- 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.** CONSULTANT shall provide the services more particularly described in the attached Exhibit "A" and "B" which are attached hereto and incorporated herein by this reference.
- 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 CITY understands and agrees that CONSULTANT will develop website frontend to be compatible with Internet Explorer 8.0 and 9.0 and Firefox 4.0. Website backend will be compatible with Internet Explorer 8.0 and 9.0. Website may not be compatible with previous or future versions. Website will be optimized for 1024 x 768 pixels resolution or above. CITY understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2008 R2 ("MS-SQL"). CITY understands and agrees that the website is developed to run on a Microsoft Windows Server 2008 R2 ("MS-Server"). visionMobile™, if provided under this Agreement, will be compatible with iPhone OS Safari 4, Android Chrome 4, Windows Mobile OS IE 6, BlackBerry Browser 4.5 and 5.0, Opera Mini 4 and 5, and Palm webOS. visionMobile™ may

not be compatible with previous or future versions. visionMobile™, if provided under this Agreement, shall include “Powered by Vision Internet” in the footer and always be linked to a CONSULTANT web page. CITY is responsible for the costs of all software licensing.

CITY understands and agrees that the website frontend will be designed to be compliant with Section 508 guidelines on accessibility. Content migrated into the website by CONSULTANT will also be compliant. Compliance standards will be verified via Watchfire's Bobby™ software prior to Completion. CITY understands and agrees that website backend and third party tools may not be Section 508 compliant.

- 1.1.2 CONSULTANT shall provide at no charge, monthly website maintenance and updates (“Maintenance”) for up to five hours each month for a period of three months commencing on the date of the website launch. Maintenance beyond five hours per month in the first three months is optional. Optional services and maintenance after the first three months are considered Extra Work as described in Section 1.1.3.
- 1.1.3 Additional services not covered in this Agreement and extra hours will be presented to City for approval prior to commencement of work (“Extra Work”). Extra Work will be billed at CONSULTANT's prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. CITY shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable.
- 1.1.4 CONSULTANT shall work closely with the Interim Public Affairs Manager in performing the services outlined in this Agreement and in seeking clarification as to the results which the CITY expects CONSULTANT to accomplish.
- 1.1.5 The Interim Public Affairs Manager, Dan Joyce, under the authority of the Chief Executive Officer, shall be the CITY's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Interim Public Affairs Manager may delegate authority in connection with this Agreement to the Interim Public Affairs Manager's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the Interim Public Affairs

Manager delegates authority to: Bill Lobdell, Interim Director of Communications, Kelly Shelton, CEO Administration, Rick Amadril, Purchasing and Richard Kirkbride, Information Technology Manager

- 1.1.6 A project manager to be determined, of Vision Internet, shall be the CONSULTANT's Representative for purposes of this Agreement.
- 1.2 Pursuant to and in consideration of this Agreement, CONSULTANT offers to provide CITY, one unique domain, monthly website hosting and database hosting on a shared server ("Hosting") for a period of twelve months at a rate of \$200.00 per month, commencing upon the date of the website launch. CITY has until sixty (60) days prior to the termination of this Agreement or the launch of CITY's website, whichever occurs later, to accept this offer and this offer shall not be rescinded until such time. Upon CITY's acceptance of CONSULTANT's offer to host the parties shall enter into a mutually agreeable contract containing the following terms:
 - 1.2.1 CONSULTANT shall not be responsible for limitations including but not limited to service interruptions, server down time, loss of data, or access speed. The reliability, availability and performance of resources accessed through the Internet are beyond CONSULTANT's control and are not in any way warranted or supported by CONSULTANT. Except as expressly set forth in this Agreement, it is CITY's responsibility to maintain the website and make back-ups of all hosted files.
 - 1.2.2 CITY agrees not to use any process, program or tool via CONSULTANT for gaining unauthorized access to the accounts of other CONSULTANT clients, customers or account holders or other CONSULTANT systems. CITY agrees not to use CONSULTANT services to make unauthorized attempts to access the systems and networks of others. Any attempt to do so will result in immediate termination of CONSULTANT services at CONSULTANT's discretion.
- 1.3 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 **TERM AND TIMING REQUIREMENTS**

- 2.1 This Agreement shall be effective on July 19, 2011, and shall remain in effect until July 18, 2012, unless extended or sooner terminated as provided for in this Agreement. Upon mutual written agreement, the parties may agree to extend the term of this Agreement.
- 2.2 Time is of the essence in the performance of work under this Agreement and the Project timeline attached to this Agreement as Exhibit B and incorporated herein by this reference, shall be strictly adhered to unless otherwise modified in writing as set forth in this Agreement. 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 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, email, 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 AND PERS ELIGIBILITY INDEMNIFICATION.**

- 4.1 CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Interim Public Affairs Manager. CONSULTANT shall be solely responsible for the performance of any of its employees, agents or subcontractors under this agreement.

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

- 4.2 In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONSULTANT shall

indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of a Costa Mesa's City Business License to the Interim Public Affairs Manager.

6.0 **WORKERS' COMPENSATION.** Throughout the duration of this Agreement, CONSULTANT shall maintain Workers Compensation Insurance in accordance with the laws of the State of California, and Employers Liability Insurance with a minimum limit of One Million dollars (\$1,000,000) per accident and shall provide certification of such compliance. The certification shall be in accordance with Subsections 7.3 through 7.12 of this Agreement. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the CONSULTANT for the CITY.

7.0 **LIABILITY INSURANCE.**

7.1 CONSULTANT shall, throughout the duration of this Agreement, maintain 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:

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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7.3 Coverage provided through a Commercial General Liability Insurance policy, shall maintain an available minimum of 50% of the aggregate limits at all times. If over 50% of the aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchases 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.
- 7.10 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, agents, employees, or volunteers."
- 7.11 The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

7.12 Any deductible or self-insured retention must be declared to and approved by the CITY.

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, defend, and hold harmless the CITY, its elected and appointed officials, 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 to the extent those claims arise from the willful misconduct 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 sole 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, tortuous acts or omissions of the CONSULTANT. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONSULTANT, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONSULTANT, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected or appointed officials, officers, agents and employees based upon the work performed by the CONSULTANT, its employees, and/or authorized subcontractors under this AGREEMENT, whether or not the CONSULTANT, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable.

This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's proposal, which shall be of no force and effect.

10.0 **ERRORS AND OMISSIONS.** In the event that the Interim Public Affairs Manager 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.**

12.1 All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement ("Work Product") 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.

12.2 Notwithstanding anything to the contrary in this AGREEMENT, Work Product, shall not include the Vision Internet Content Management Tool (also known as the Vision Content Management Tool, VCMT, VCMS and the Vision Content Management System), dynamic components, interactive components (collectively, the "CONSULTANT's Proprietary Tools"), and other materials or components reasonably designated by CONSULTANT, or any portion thereof, which: (a) have been previously made available to the public or which is made available to third parties by CITY hereafter (except through ordinary interface with or use of CITY's Website by members of the public), and/or (b) which was already in CONSULTANT 's possession prior to services performed under this Agreement ("CONSULTANT 's Proprietary Information"). CONSULTANT shall retain all right, title, and interest in all of CONSULTANT's Proprietary Tools and CONSULTANT 's Proprietary Information; however, upon payment in full, CONSULTANT hereby grants to CITY a perpetual, non-exclusive, royalty free license to use for its own use any of CONSULTANT's Proprietary Tools and CONSULTANT 's Proprietary Information that is embedded in the Work Product.

In addition, CONSULTANT may use any web pages developed for the CITY in any of its own promotional materials as examples of its work. CITY agrees that CONSULTANT may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. CONSULTANT's footer text credit shall always be linked to a CONSULTANT web page.

- 13.0 **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement shall be a flat fee of Forty Thousand One Hundred and Thirty Three Dollars (\$48,133) (the "CONTRACT FEE").
- 13.1 CONSULTANT shall not perform any services in excess of the services expressly identified in this Agreement and Attachments A and B or in an amount exceeding the CONTRACT FEE without prior written approval of the Interim Public Affairs Manager. CONSULTANT shall obtain approval by the Interim Public Affairs Manager prior to performing any work which results in incidental expenses to CITY as set forth in this Section.
- 13.2 CONSULTANT shall maintain accounting records including the following information:
- 13.2.1 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.
- 13.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.
- 13.3 CONSULTANT'S accounting records shall be made available to the Interim Public Affairs Manager for verification of billings, within a reasonable time of the Interim Public Affairs Manager's request for inspection.
- 13.4 CITY agrees to pay CONSULTANT as follows:
- 13.4.1 An initial payment equal to 20% of the CONTRACT FEE;
- 13.4.2 A payment equal to 20% of the CONTRACT FEE upon CITY approval of the homepage wireframe;
- 13.4.3 A payment equal to 20% of the CONTRACT FEE upon CITY approval of homepage design comp;
- 13.4.4 A payment equal to 20% of the CONTRACT FEE upon implementation of the Vision Content Management System on a CONSULTANT's server;
- 13.4.5 A payment equal to 20% of the CONTRACT FEE upon completion of the website and CITY approval.
- 13.5 Upon each partial payment made by the CITY, CONSULTANT will at that time irrevocably assign to the CITY all rights, title, and interest that CONSULTANT may have in and to the artwork and textual material developed specifically for the CITY's website up to the date of the invoice upon which CITY has made its payment. The foregoing shall be deemed to have been developed for the CITY on a work for hire basis. CONSULTANT shall, at any time requested by CITY, at the CITY's

expense, execute any documentation required by CITY to vest exclusive ownership of the existing artwork and textual material in the website.

13.6 Upon payment in full by the CITY of the compensation due to CONSULTANT, CONSULTANT shall grant to CITY a perpetual, royalty-free, personal, worldwide license to use any proprietary technology of CONSULTANT's in connection with the exploitation and maintenance of the CITY's website. Such license shall be non-transferable, and shall be limited to the use of only the technology provided to the CITY by CONSULTANT during the rendering of CONSULTANT's services.

14.0 **LIMITED WARRANTY.** CONSULTANT does warrant that all of the deliverables included in this Agreement will be conveyed to CITY. All programming code developed by CONSULTANT within the project is warranted for a period of twelve (12) months from the date of the completion of the website ("Completion"). CONSULTANT will create a backup of the website on the date of Completion. If any warranted problem arises while CITY or its designee is maintaining the website, CONSULTANT will restore the website back to its condition as it existed at Completion. If CONSULTANT is maintaining and hosting the website, CONSULTANT shall restore the website back to its condition as it existed at the day of the most recent backup. CONSULTANT shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion.

Except as expressly set forth in the immediately preceding paragraph, CONSULTANT MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE WHATSOEVER. In no event, at any time, shall the aggregate liability of CONSULTANT exceed the amount of fees paid by CITY to CONSULTANT and CONSULTANT shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

15.0 **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.

In the event this Agreement is terminated without cause, the CITY shall pay to CONSULTANT compensation for all services performed to the date of termination, and if the termination is not due to any default of this Agreement by CONSULTANT, City shall also pay to CONSULTANT the progress payment, as provided in Section 13.4, next due to occur following the date of termination specified in the Notice of Termination. Upon termination of the Agreement pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 13.4.

16.0 **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.

17.0 **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.

18.0 **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.

19.0 **COMPLIANCE WITH LAW.** 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.

20.0 **SEVERABILITY.** 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.

21.0 **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.

22.0 **DISPUTE RESOLUTION.**

22.1. 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.

22.2 No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

23.0 **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

TO CONSULTANT:

Vision Internet Providers, Inc.

Interim Public Affairs Manager
300 North Coast Highway
Costa Mesa, CA 92054

2530 Wilshire Blvd. 2nd Flr.
Santa Monica, CA 90403
Attn: Steven Chapin
Fax: (310) 656-3103

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.

- 24.0 **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.
- 25.0 **STANDARD OF PERFORMANCE.** All professional services to be provided by CONSULTANT pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. CONSULTANT also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise CITY of any changes in any laws that may affect Consultant's performance of this Agreement. CONSULTANT shall perform all work in a manner reasonably satisfactory to CITY.
- 26.0 **CONFIDENTIALITY.** Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.
- 27.0 **NON-DISCRIMINATION AND EQUAL EMPLOYMENT.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap or medical condition. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated

during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, or medical condition

28.0 **NON WAIVER OF TERMS, RIGHTS AND REMEDIES.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

29.0 **ATTORNEY'S FEES.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees

30.0 **CONSTRUCTION.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

31.0 **ORDER OF PRECEDENCE.** 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 and Registration Form/W-9 (Exhibit D).

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:

Vision Internet Providers, Inc

CITY OF COSTA MESA

By: _____
Steven Chapin, President

By: _____
Tom Hatch, Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Thomas P. Duarte, City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

Exhibit A

Scope of Work

Following is the Scope of Work for the City of Costa Mesa's ("City") website to be performed by Vision Internet ("Contractor"). In this document the words "we," "us," and "ours" refer to Contractor. The word "you" refers to City.

Implementation of the website will include:

- **Attractive Design**: A website design that reflects the City, draws people in, and makes it immediately obvious that the website is the best place to get information and access resources.
- **Intuitive Navigation**: Information should be easy to find with the most important information accessible from the homepage to make it easier for website visitors.
- **Content Management System**: Contractor will implement the Vision Content Management System (VCMS) to facilitate management of content to non-technical staff throughout the City.
- **Integrated Web 2.0/Gov 2.0**: Your new website should include Web 2.0 features such as RSS feeds, "Bookmark & Share" links, and links to Google Maps to enable more immediate, fluid and targeted communications to your audiences.
- **Integrated Interactive Components**: Interactive components should be implemented to make the website more engaging and useful for users by allowing them to quickly zero-in on the information most important to them.
- **Integration of Third-Party Components and Databases**: Components and databases should be used to enable citizens to access government services at anytime and from anywhere.

Each of these recommendations is discussed in more detail in the sections that follow.

Attractive Design

City will have a design that makes it stand out among cities on both a regional and national basis. The City's website will be inviting, easy to use, and will reflect your unique identity. This will be accomplished through the following design characteristics:

- **Creative design** that incorporates custom design elements and the most important information and keeps both easily accessible from the homepage.
- **Photos and collages** of recognizable landmarks, scenery of the City, and the local area.
- **Consistent look and feel** throughout the site to make it easier for website visitors to navigate the site and find information they need.
- **Use of Cascading Style Sheets** to ensure future consistency as well as separation of content and design. This makes it much easier to apply a new design theme in the future without the need to redevelop the underlying website.
- **Section 508 Compliance** making it accessible to persons with disabilities.

Exhibit A-Continued

- Easy to use drop down menus helping users to quickly understand navigation and locate information with the least amount of clicks.
- Breadcrumbs showing the user's current path to let them know exactly where they are on the website.

Intuitive Navigation

For your website, we recommend organizing information by department, topic, and/or target users. Contractor's approach allows users to find information in the variety of ways that are most important to them. This is because content is available through multiple "paths" making it simple for users to search the site regardless of their preferred method.

Content Management System

The City's website will utilize VCMS which was created in Microsoft ASP.NET and SQL Server. Upon final payment, Contractor will provide City with the source code for City's own use.

Interactive Components and Features

In addition to the creative design, effective navigation, and easy to use VCMS, we will provide the City with interactive components for managing special types of content.

The Interactive Components and Features to be utilized are:

Interactive Components and Features

- | | |
|---------------------------------|---|
| • Approval Cycle | • Link Library |
| • Archive Bin | • Multiple File and Image Uploading |
| • Audit Trail Log | • Role-Based Security |
| • Automatic Content Archiving | • Submission Validation (reCAPTCHA) |
| • Content Review and Publishing | • Recycle Bin |
| • Component Manager | • Updated and Expired Content Reporting |
| • Content Scheduling | • Web Traffic Statistics ¹ |
| • Document Central | • Workspace |
| • Email Address Masking | |
| • Image Library | |

Advanced Editing

- | | |
|---------------------------|-----------------|
| • Advanced WYSIWYG Editor | • Style Gallery |
| • Paste from MS Word | • Table Wizard |
| • Search and Replace | • Undo/Redo |
| • Spell Checker | |

¹ Included with Vision Internet hosting.

Exhibit A-Continued

Content Management

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Friendly URL Manager
- Link Redirect
- Navigation Control
- Page Linking
- Quick Links
- Single-Source Publishing
- Site Search (Google CSE)
- Sitemap Generator

Content Management Applications

- Business Directory
- Calendar System (Monthly, Weekly, Daily, and Yearly Views)
- Community Spotlight
- Design Theme for Online Magazine
- Dynamic Homepage
- Feedback Form
- Form and Survey Tool
- Frequently Asked Questions
- GovBlog
- Job Postings
- News and Newsletters
- RFP Postings
- Rotating Homepage Banners
- Service Directory
- Staff Directory
- Sticky News
- Weather Update

Department Management

- Department-Level Administration
 - Calendar
 - FAQ
 - News
 - Photo Gallery
 - Staff Directory
- Department-Level Navigation
- Department-Level Sitemap
- Dynamic Department Homepages

Content, Media, and Social Networking

- Agenda and Minutes Manager
- Audio and Video Embedding²
- Guest Book
- Integrated Twitter™ API

² Vision Internet does not provide streaming media; however, the Vision CMS is able to embed videos such as YouTube.

- Bookmark and Share
- e-Notification
- Emergency Homepage Alert
- Event Share
- Forward to a Friend
- OneClick Social Networking™
- Photo Gallery
- RSS FeedReader
- RSS Feeds
- visionMobile™

Accessibility

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer Friendly Pages
- Table Accessibility Tools

For highlights on several of the above included components and features, please see below:

Approval Cycle

For websites where content authorship and updates are distributed throughout an organization's departments, it is helpful to implement the Approval Cycle where content updates and changes do not go live on the website until one or more persons have approved them. Our clients find that having the Approval Cycle allows website maintenance to be delegated while ensuring consistency throughout the site. This eliminates errors and the posting of inaccurate content.

Our Approval Cycle allows you to segment the management of content by groups of users (such as departments), in addition to types of content as determined by the interactive components. Unlike most content management systems available today which restrict you to only two-step workflows such as authoring and publishing, the Vision CMS is extremely flexible allowing you to define as many workflows as you require with as many steps in the approval as you deem necessary! As your work requirements change overtime, you will want the flexibility and scalability of the Vision CMS to customize your current and future approval process needs.

Calendar System

Interactive calendars are a staple of local government websites and are an essential tool for your site's success. The dynamic Calendar System can be used to improve attendance at your events and meetings by making it easier for users to find the types of events important to them. The Calendar System allows staff to create calendars for any department or category your staff chooses. These calendars can share events, preventing duplication of effort.

Calendars can be implemented in a user-friendly monthly or yearly format. To assist users further, your website's Calendars will have filtering tools that allow them to find information by month, category, or even departments. This makes it quite easy to locate specific information.

Our dynamic Calendar System contains a number of advanced functions including:

- Recurring events function
- Automatic archiving
- Integration with e-Notification component

Exhibit A-Continued

- Ability to create and assign filtering categories to events
- Ability to restrict use of categories by specific staff
- Ability to control which events to include on the homepage of the site
- Ability to insert calendar pages anywhere in the site navigation
- Ability to apply different calendar formats including standard monthly calendar and a listing of events
- Add to my Outlook calendar link
- Automatic event address link to Google Maps for driving directions
- Automatic RSS feeds

NOTE: With the e-Notification component, calendar events may also be broadcast to subscribers via email.

News and Newsletters

By posting news on your site, you will improve communication with your target audiences. Our experience is that news can take many forms, including press releases, newsletters, feature stories, and "what's new" content. With our News and Newsletters component, each of these types of news can be implemented onto a single section of the website or have their own separate area. To ensure usability for website visitors while providing simplicity for staff, news content is automatically moved to an archive section at a predefined interval after publishing. Website visitors can also browse the archive by category. This is a great way to provide a historical archive while making site administration easy. Additionally, RSS feeds of the News and Newsletters are automatically available to website visitors.

NOTE: News and Newsletters integrates with eNotification for broadcasting information to subscribers via email.

e-Notification

Increase communication, draw in more repeat users, and get important information out more quickly, using our email based e-Notification tool. Our tool provides a sign-up box allowing users to add their email addresses to receive important notices, and set their preferences for the e-Notifications they would like to receive. Each registration is verified via a confirmation email that the user must respond to in order to complete the registration process. This same mechanism allows each user to change preferences including opting out from subscription lists.

To better manage the e-Notification process, your staff can see how many subscribers there are for each category, plus edit subscriber information and export the subscriber database for use in other systems.

The best part about our e-Notification tool is that it also integrates with the Calendar, Job Postings, RFP Postings, and News and Newsletter components, giving you the ability to broadcast event and news content from your website to your subscribers. There is no need to recreate the content. This integrated approach enables your users to sign up for

different types and categories of content on a single subscription page in order to have it delivered directly into their email box.

Bookmark and Share

The Bookmark and Share component is a Web 2.0 feature that helps you spread your content across the web. It makes it easy for website visitors to bookmark and share your content among their favorite social destinations on the web. This tool allows website visitors to share your content with popular social networking and news sites including Facebook, Twitter, Delicious, Digg, Reddit and MySpace.

Business Directory

One way to promote local businesses is the use of a Business Directory in the City's website. This supports local industry and businesses by increasing their ability to reach a national/international market while at the same time making residents more aware of them. When you list businesses on your website, their individual websites may receive higher placement in search engines because of your link to them.

The Business Directory is an interactive index of local businesses. Your staff can post a business's name, description, location, contact information, links to their sites, and, if available, a graphic (i.e. logo or photo). Users would then be able to browse an alphabetical listing of these businesses or filter the directory based upon categories you define.

Component Manager

The Component Manager allows your administrator to create dynamic and user-centric pages. Depending on the settings, content in the page can be automatically displayed and expired without any managerial time from the administrator. For example, the administrator can create a component page displaying events of a particular category and/or department. When an event has expired, it will automatically be placed in a past events view. In addition, for some components, there are multiple views to layout content to enhance users' usability experience. This feature gives you the flexibility to create dynamic content pages in most any area of your website.

Community Spotlight

Being able to draw attention to important information is a necessity on a local government website. With the Community Spotlight, your website can have a prominent area on the homepage that highlights community events, announcements, and other information that would be especially important to your residents. Your staff will be able to link Community Spotlight notices to web pages with additional details and change the highlighted item to reflect current community events.

Connected Pages

Content on your website may be relevant to different departments, and thus may need to appear in different navigation areas throughout the site. Connected Pages, unique to Vision Internet, allows you to create multiple instances of any web page and place them in different areas of the website. Changes made to any instance of a Connected Page are reflected immediately across all other instances, saving your staff precious time and eliminating duplication of effort, while keeping information on the website consistent and easy to find.

Exhibit A-Continued

Department Management

Key components on your website, including the dynamic Calendar System, News and Newsletters, Frequently Asked Questions, and Job Postings, are setup to allow end-users to filter through content by department. Additionally, your departments can choose to display their department-specific items on their own custom pages. For example the Parks and Recreation department can have their *own* events on their *own* calendar.

To provide consistency throughout the site, these department settings are managed in one-central location similar to the Component Category Manager. The Department Manager allows your website administrator to add unlimited departments, rename existing department names, and delete any unused departments from the list. Any change made from this component will automatically be reflected on all department functions throughout the website. Instead of limiting you to a certain number of department entries, this component empowers you with UNLIMITED potential as you maintain your website now and in the future.

DESIGN THEME FOR ONLINE MAGAZINE

We will implement a Design Theme for the City's new local government online magazine. This Design Theme, like a "skin", will give the magazine content its own unique look and feel on the site while providing overall navigational and page layout consistency for your website visitors. The navigational and page layout consistency will make navigating the site easier for your users; the structure will remain the same throughout the website. To make it easy for your staff, they can simply select the magazine design theme when editing in the CMS to automatically apply it to the magazine's content and pages on the website. Included in this budget is one design theme for the online magazine; as an option, additional themes could be created for other sections of the website for an extra budget.

Dynamic Department Homepages

While the Dynamic Homepage will provide information for the City overall, the Dynamic Department Homepages will provide the same functionality for individual departments and divisions, including the Police Department, Redevelopment Agency and Costa Mesa Community Foundation so those can be rolled into the new City website. The system will be implemented in a way that information could be posted on both the main homepage and a department homepage simultaneously without duplication of effort. We will also provide a graphical banner that can be used for any page on the site. Since we will provide you with the original design work, your staff will be able to create distinct banners for individual departments. As an option, we can provide more banners for an additional cost.

Dynamic Homepage

It is important on a city website to list the most current news, press releases, or events. This keeps the community informed while ensuring the website is fresh and timely. It also exposes website visitors to important information they may not necessarily be looking for.

A Dynamic Homepage automates this process for your staff by displaying the most recent information and automatically removing it when it is no longer relevant. It will save your staff time while guaranteeing that your homepage is up-to-date.

Exhibit A-Continued

Emergency Homepage Alert

In the case of an emergency, it is extremely important for local governments to reach out to residents in the most efficient way possible. By doing so, potentially life saving information reaches those who need it most. Notifying the City's website users is simple with the Emergency Homepage Alert. The notice is easily customized and can be prepared in advance with common evacuation or shelter information. The Emergency Homepage Alert would prominently cover the main area of the homepage so users would not miss it.

Forward to a Friend

What better way to build traffic to your website than through the Forward to a Friend component. In content rich websites like yours, people will often find information they want to share with others. With the Forward to a Friend component, you can easily forward a page of interest to a coworker, friend or colleague. Additionally, the interactive components will automatically have a link for forwarding to a friend. The simple form asks for both the sender and recipient's email addresses and, if they care to, allows comments to be sent with the page link. The recipient will receive a short email from their colleague directing them to a specific page on your website. This component empowers your online visitors to share information from your website that they find particularly useful.

Frequently Asked Questions

Frequently Asked Questions (FAQ) are a website staple that visitors have come to expect. While traditional FAQs consist of long lists of questions that may overwhelm users, our component provides a simple and easy way for them to find the information they need. Website visitors are able to browse the list of questions (and answers) by categories you define. Multiple categories may be assigned to each question so that your visitors will be able to find answers based upon the category that best matches what they are looking for.

Your staff will also love the feature because our component presents a much simpler solution to creating FAQs. Questions and their associated answers are submitted through a simple and centralized interface. Our component does the rest!

Image Library

The Image Library is a centralized place where all images used in the website are stored. This saves space because only a single version of each image is used on the entire site. This also provides greater control, as you can restrict the ability to add new images to specific staff members within your organization. Images remain archived when deleted to prevent accidental broken links within the website while the content management system tracks all pages using individual photos to make it easier for you to replace images in individual pages.

The Image Library also incorporates several components that make managing images much easier. They include automatic scaling and sizing of photos to the maximum size recommended for your website plus automatic alt-tag insertion for images added to pages to ensure future Section 508 compliance.

Job Postings

Job Postings is one of the most popular types of content on local government websites. By posting jobs within the site, you are both attracting possible candidates and averting the flood of telephone inquiries about positions that do not exist. This, of course, keeps your administrative costs down.

Our Job Postings component makes posting jobs a snap. Your HR staff fills out a simple form with fields such as position, department, salary, and benefits. Staff can schedule when postings go live on the website and when they expire, thus simplifying the process and reducing your administrative time and costs.

To make it easy for users, postings can include interactive components for filtering available positions by category, type of position, posting date, and salary. As is normal for all our components, your staff is able to define the categories or classification of Job Postings.

NOTE: With the e-Notification component, job postings may also be broadcast to subscribers via email.

OneClick Social Networking™

The innovative OneClick Social Networking™ component will allow your staff to post content to your website and to the most popular social networking sites, such as Twitter and Facebook, with one click - saving your staff precious time and helping you broadcast your news, alerts, events and other notices easily and selectively all across the web. Our OneClick Social Networking™ component integrates with the included Dynamic Calendar System, Job Postings, News and Newsletters, and RFP Postings components.

Photo Gallery

Nothing spices up a website like pictures. With our Photo Gallery component, your website visitors can browse through images of your beautiful city and its exciting events. Users can view photo albums defined by your staff, and either look at images via thumbnails or a slide show. Simply upload the image from the Image Library to the new album and add a caption; thumbnails are created and added to pages based upon the predefined template. To make it easier for website users to find photo albums of particular events, the Photo Gallery may be viewed as either a thumbnail display or as a Flash view listing.

RFP Postings

To make future Requests for Proposals simpler, easier to manage, and more cost effective, the website can include an RFP Postings where they can be posted along with amendments and updates.

Potential vendors can download RFPs in a PDF format. Because RFPs are time sensitive, you can schedule when the RFP posting would be live on the website and when it would be removed, thus ensuring your website is kept up-to-date with minimal staff time required. Additionally the RFP Postings can be integrated with our e-Notification system to alert users by email.

Exhibit A-Continued

Rotating Homepage Banners

Rotating Homepage Banners is a great way for you to mix up the design on your site, and ensure that your homepage always looks fresh and inviting. You can easily change the images at any time, and each rotating image can be set to link to a different page on the site, allowing you to use the banner area to highlight special features, events and services. This makes it a great marketing tool for your city!

RSS FeedReader

In contrast to our RSS Feeds feature, which allows users to syndicate content from your website to their readers such as My Yahoo, iGoogle, My MSN etc., the RSS FeedReader allows you to syndicate content from other websites into your website. Syndicated content can vary and be selected by you to include feeds about your overall organization or individual departments, making your website more comprehensive and up-to-date.

RSS Feeds

RSS (Really Simple Syndication) Feeds keep local residents, potential visitors, and other subscribers up-to-date on important news, events, and announcements from your website. Users can subscribe to your website and receive automatic updates in their RSS readers, mobile phones and personal homepages (such as iGoogle, My MSN and My Yahoo!) as a convenient way of remaining current on community events.

Service Directory

Key to serving your community is making it easy for them to find the services they need. While we generally recommend organizing information by topic or service in addition to by department and target audience, the interactive Service Directory allows users to filter or search a list of services by category, department, and keyword, thus simplifying the entire process.

For each service in the directory, you can provide a title and description plus associate the service with contacts in the Staff Directory.

Staff Directory

It is often difficult for website visitors to find the correct person to contact in a government agency. However, the useful Staff Directory component greatly simplifies this search. It can list all staff persons, departments, even related agencies and partners, along with their contact information and description of their role or area of specialization. Your website users will love the convenience, simplicity, and accessibility; they can easily filter the list of staff based upon name, department, or other criteria determined to be important to them.

Additionally, your staff will be pleased that they can make their email addresses available to others without exposing their contact information to spammers. Our component "masks" email addresses so that email-harvesting software used by spammers cannot automatically extract them from your website.

Exhibit A-Continued

Updated and Expired Content Reporting

This handy administrative feature provides website administrators a snapshot of website activities. An initial search can display expired content, created or updated content, then can be further filtered by content type or by department. Need to quickly find out what section of your website hasn't been updated for a while? Curious to see which department has been most actively creating new content? The Updated and Expired Content Manager makes website oversight easy!

visionMobile™

visionMobile™ dynamically converts all standard web pages and key components, such as the Calendar, News and Newsletters, Job Postings, and FAQs, to your mobile website. Updates remain simple and easy with dynamic posting to the traditional website and the mobile version. Also, intuitive navigation allows users to go through all page levels with ease. Your website will be compatible with all major smart phones including iPhone, Blackberry, Android, Windows Mobile phones and more.

Weather Update

Weather information is often important to visitors of government websites. By offering the local weather on your own site, your online users will come into the habit of regularly visiting it and thus become more familiar with the City and all that you have to offer them. For your website, we will implement NOAA or Yahoo weather at no charge.

Workspace

Tired of constantly checking the content management system for content changes needing approval? Built especially to help manage the content publishing process, the Workspace feature provides a central location for website administrators to review pending content changes for your website before they are published. This view is customized to show only the content relevant to you that is ready for publishing approval. You can filter items by content type, review the changes, and approve multiple items – all with this one great feature!

Integrated Web 2.0/Gov 2.0

VCMS includes numerous Web 2.0/Gov 2.0 features built in. These helpful and handy features include RSS feeds, "Bookmark & Share" links, and more.

Integration of Third-Party Components and Databases

Today, there are many advanced components for such functions as:

- Class Registration
- Credit Card Transactions³
- e-Commerce
- GIS Mapping
- Park and Recreation Services

³ Our standard online payment service is Authorize.Net. Integration of other services may result in additional fees.

- Permitting
- Service Requests (CRM)
- Streaming Video⁴
- Others

VCMS can easily work with these components, provided they are web-enabled. Most of these types of components can be given the same look and feel as your main website via modifications to the presentation template. For your project, we will provide you with an HTML template that vendors of these third-party components can use. We will also integrate links to these third-party components into the overall website navigation. There are many examples of where we have used this approach, including the Cities of College Station, TX; Diamond Bar, CA; Citrus Heights, CA; and many others.

Additionally, we are able to create web-interfaces for your third-party databases. Examples of previous projects where we have done this include displaying tax records that were exported from a main frame for Vanderburgh County, IN; displaying crime statistics from California State databases for the City of Citrus Heights, CA; displaying travel options from various databases for several airlines including United; and displaying staff and student contact information from school databases for the UCLA School of Law.

These are just a few examples of our extensive experience working with third-party databases and systems. While interfaces to third-party systems are not included within the budget, they are available for an additional fee. We can provide a firm quote for interfaces after analyzing the databases and requirements during the consulting phase of your project.

The Vision Process

Contractor's process consists of six stages. In each, there are formal review and approval points to give you full control of the project and ensure the final website meets your expectations. The Vision Process is explained in the sections below.

Stage 1: Vision Stage

In the Vision Stage, we work with you to create the vision for your website now and for the future. The Vision Stage emphasizes the objectives of the website and how it supports your overall organizational goals. This vision then guides each subsequent step in the process.

To create this vision, we will:

- Prepare and review a survey document which will focus on goals and objectives.
- Lead an onsite brainstorming and planning session where we discuss your current website, the results of surveys, the needs of users and staff, and possible approaches for the future.
- Review your existing website and those of other cities.
- Study examples of other websites you like.
- Review project goals and timeline.

⁴ Please note that we are partners with Granicus, who have provided streaming video services for many of our government clients.

- Collect content and materials for the new website.

The heart of this stage is defining the vision for the project, setting goals, and timeline to ensure the project's success.

Stage 2: Concept Stage

In the Concept Stage we realize the vision through:

- Creation of the information architecture which supports easy access to information.
- Defining the navigation strategy.
- Review and recommendation of interactive components and features to ensure streamlined navigation through special types of content.
- Creation of a conceptual sitemap and categorization of pages. The navigation and information architecture will take into account your current needs plus allow for future expansion and growth.
- Creation of a homepage layout wireframe that shows the placement of key information and dynamic content.

The Concept Stage will conclude with your satisfaction and approval of the homepage layout wireframe.

Stage 3: Design Stage

In the Design Stage our team continues with the graphic design for your homepage. Our creative ability and expertise allows us to develop a compelling graphic design while maintaining its usability. We work closely with your staff to establish a look and feel that reflects your community. Our world-class designers take the time to create a truly professional design that incorporates graphics, photos, fonts, colors, and other design elements that fit together to create a stunning, harmonious design. As part of our process we will provide art direction, design review, and up to three unique homepage design concepts for you to choose from. Once the direction is established, we will provide necessary revisions until you are completely satisfied. The Design Stage will conclude with your satisfaction and approval of the homepage design comp.

Stage 4: Development Stage

During the Development Stage the process continues as we create the interior page design then program the website. Development includes implementation of the Vision Content Management System™ and integration of the interactive components and features. Quality is ensured by our extensive experience, testing, and the proven Vision CMS™.

Included in the scope of your project is the content migration of up to 300 pages into the new website. We can provide guidance on the best practices for web content writing and will train your staff on the best approach for migrating additional content. Alternatively, at your request we can provide a price quote to migrate additional pages. Migration is not a simple cut-and-paste process. As part of our migration service, we review the formatting and layout of each page, reformat it using the new site's design styles, and lay it out in a way that conforms to industry best practices for impact and readability.

Stage 5: Quality Assurance, Documentation, and Training Stage

While quality assurance is an integral part of every stage of the project, in the Quality Assurance, Documentation, and Training Stage we:

- Perform extensive functional testing.
- Review content.
- Create a custom training manual that incorporates actual screenshots of your site.
- Provide administrator and content editor training.

For your project we will provide a one day onsite training consisting of two sessions; one for your staff representatives on content editor training and the other session for advanced administrator functions including system configuration, system maintenance, reporting, and strategies for future expansion. Note that the custom training manual incorporates screenshots from your website, making it easy for staff to understand and use. It is an excellent reference for new staff to use as well.

Stage 6: Launch Stage

In the Launch Stage, the website is moved to the production server. Our launch process includes the installation of necessary software, making configuration changes, and transferring code and content. Once transferred, we again go through the final quality assurance process to ensure the site transferred correctly plus do a final check for broken links, Section 508 compliance, and others. The site will be available to the public upon your final approval.

Exhibit B

Project Timeline

The table below shows our recommended development and launch schedule along with a list of key deliverables/milestones.

Implementation Step	Avg. Duration
Vision Stage <ul style="list-style-type: none"> • Initial kick-off call with City's project manager • Survey preparation and review • Onsite brainstorming and planning session 	2 – 4 Weeks
Concept Stage <ul style="list-style-type: none"> • Creation of Information Architecture • Create conceptual sitemap • Homepage layout wireframe 	2 – 4 Weeks
Design Stage <ul style="list-style-type: none"> • Unique, custom graphic design • Custom icons, buttons, screen elements, and backgrounds • Homepage design comp 	3 – 4 Weeks
Development Stage <ul style="list-style-type: none"> • Implementation of Vision CMS™ • Integration of interactive components • Migration of up to 300 pages of content 	4 – 9 Weeks
Quality Assurance, Documentation, and Training Stage <ul style="list-style-type: none"> • Final testing • Customized training manual • Onsite training 	2 – 3 Weeks
Soft Launch & Final Launch <ul style="list-style-type: none"> • Move website to production server • Completed website • Website goes live 	2 Weeks
Total estimated time to launch	15 – 26 Weeks

* The schedule may vary depending on optional components and participant decision times.

Exhibit C

ACORD CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT DATE (MM/DD/YYYY)
07/11/2011

PRODUCER
Michael Williamson
2497 S. Bundy Dr.
Los Angeles, CA 90064

INSURED
VISION INTERNET PROVIDERS INC.
2530 WILSHIRE BLVD. FLOOR 2
SANTA MONICA, CA 90403

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm General Insurance Company 25151	
INSURER B: State Farm Fire and Casualty Company 25143	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	92-Q7-3583-1	10/23/2010	10/23/2011	EACH OCCURRENCE \$ 2,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 2,000,000.00 GENERAL AGGREGATE \$ 4,000,000.00 PRODUCTS - COMP/OP AGG \$ 4,000,000.00
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	077 4983 C17 75	03/17/2011	03/17/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	92-BE-Q882-0	10/23/2010	10/23/2011	EACH OCCURRENCE \$ 2,000,000.00 AGGREGATE \$ 4,000,000.00 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER PROF LIABILITY	657006	04/01/2011	04/01/2012	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured:
City of Costa Mesa
77 Fair Dr.
Costa Mesa, CA 92626

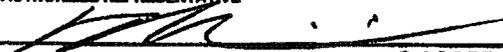
CERTIFICATE HOLDER

City of Costa Mesa
77 Fair Dr.
Costa Mesa, CA 92626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Policy No. 92-Q7-3583-1

FE-6324
(7/88)



**ADDITIONAL INSURED ENDORSEMENT
Owners, Lessees or Contractors (Form B)**

Policy No.: 92-Q7-3583-1

Named Insured: VISION INTERNET PROVIDERS INC.

Name of Person or Organization:

City of Costa Mesa
77 Fair Dr.
Costa Mesa, CA 92626

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the person or organization shown above, but only with respect to liability arising out of your work for that insured by or for you.



CERTIFICATE OF LIABILITY INSURANCE ATTACHMENT (MM/DD/YYYY)

7/11/11

PRODUCER Kevin S. Reid Insurance Services 810 S. Flower Street, Suite 1100 Los Angeles, CA 90017	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE INSURER A: ACE Fire Underwriters Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #
INSURED Vision Internet Providers, Inc. 2530 Wilshire Boulevard, 2nd Floor Santa Monica, CA 90403		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

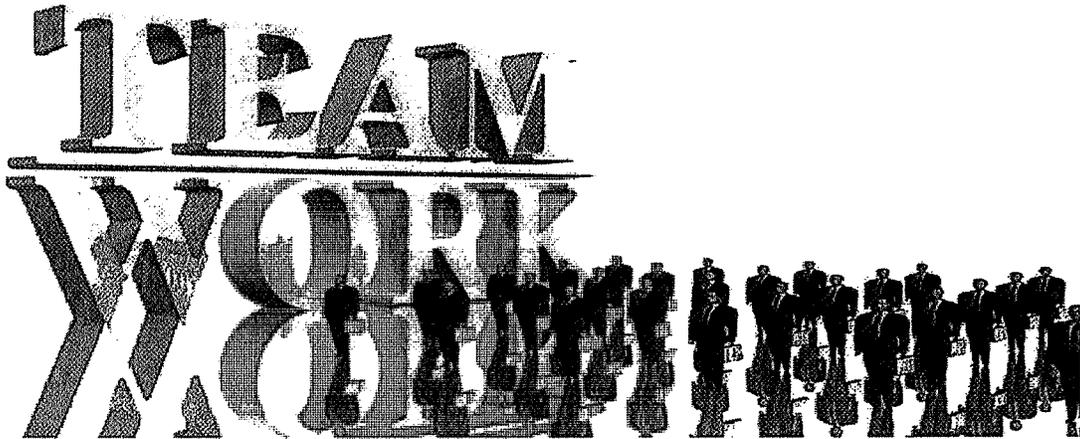
INSR ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
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	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURABLE <input type="checkbox"/> DEFENSIBLE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$												
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPERTY DAMAGE <input checked="" type="checkbox"/> SPECIAL PROVISIONS	Policy # C46378866	10-23-10	10-23-11	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE - EA EMPLOYEE		\$1,000,000	E.L. DISEASE - POLICY LIMIT		\$1,000,000
WC STATUTORY LIMITS	OTHER																
E.L. EACH ACCIDENT		\$1,000,000															
E.L. DISEASE - EA EMPLOYEE		\$1,000,000															
E.L. DISEASE - POLICY LIMIT		\$1,000,000															
	OTHER																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER City of Costa Mesa 77 Fair Dr. Costa Mesa, CA 92626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER. ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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Exhibit D

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



Prepared by:
City Manager Office
Finance Department
Police Department
Fire Department
Administrative Services
Development Services

Index

1. Website Re-design project chronology
2. RFP
3. Daily Pilot Publication
4. Questions & Answers
5. Amendment No. 1
6. Evaluation Instructions
7. Evaluation Committee Member Statement
8. Evaluation Form
9. Reference Letters
10. Evaluation Criteria Charts
11. Evaluation Scores
12. Evaluation Member Comments
13. References Comments
14. Evaluators meeting agenda
15. Interview Questions
16. Proposal Interview Schedule
17. Attentive Listening Skills
18. Preparation for Negotiations



Tab 1

Website Re-design Project Chronology

- 3-30-11 - Started the development of "Re-Design, Development, Implementation, and Hosting of the City of Costa Mesa's Website. Creating the scope of work and selecting evaluation criteria
- 4-15-11 – Released the RFP and posted on the City web page and send to registered vendors.
- 4-16-11 – Daily Pilot Publication released for the RFP.
- 5-2-11 – Responded to 57 incoming questions from various vendors and posted them on the City's web page.
- 5-3-11 – Posted an amendment no. 1 to extend the due date of proposals.
- 5-12-11 – Received 9 proposals from Active Network, SharePoint 360, Intrafinity, Dreambox Creation, Louder Design, Americaneagle.com, Civic Plus, Vision Internet and Civica Software.
- 5-16-11 – Sent Interoffice memorandum to the Evaluation Committee instructing the evaluators on how to evaluate the proposal independently with evaluation template along with an "Evaluation Committee Member Statement".
- 5-17-11 – Sent out Reference letters
- 5-23-11 – Received background checks from references. Sent out 25 reference letters and received 14 letters back.
- 5-27-11 – Individual evaluation scores of proposals and "Evaluation Committee Member Statements" were due.
- 6-1-11 – Evaluation Committee meeting to have discussion on individual's scores and developed short list and develop questions for oral interview.
- 6-9-11 – Interviewed Active Network, Civica Software, Americaneagle.com and Vision Internet.
- Staff Recommendation
 - Contract Negotiations
 - Vendor Debriefing
 - Council Agenda Report/Contract Approval



Tab 2



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.

Dated: April 15, 2011

PHONE: (714) 754-5227 FAX: (714) 754-5040 TDD: (714) 754-5244 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. 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
2. Costa Mesa Police Department- www.costamesapd.org
3. Redevelopment Agency – www.cmredevelopment.org
4. Costa Mesa Community Foundation – 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

Company Information	
Please indicate the legal status of your business:	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation, and in what state were you incorporated? _____ . If other than 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

<u>Automobile Liability Insurance</u>	\$ 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:

TO CONSULTANT:

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

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.

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.



Tab 3



Tab 4

Questions & Answers to the RFP for Re-design, Development, Implementation, & Hosting of the City of Costa Mesa Website

1. On page 4, Scope of Work expresses the strong desire to have a firm with municipal and local government experience. We have strong experience in other industries but not in local government. Will you disqualify us on that point? **(Answer) You will not be disqualified.**
2. On page 7 you list the technologies used for the current site. Do you prefer the new site to use the same technologies? **(Answer) You will need to either design the website or host it on our server and/or you can also send in a proposal to have the site hosted on your server. Per the statement on the first two sentences under "Special Provisions".**
3. On page 7, you mention the 4 websites hosted with the City. Please confirm that this RFP is only for the City Website. **(Answer) Those websites would be rolled into the new city website.**
4. If you decide that Item #1 is a show-stopper, will you consider a separate hosting proposal from us? **(Answer) No.**
5. On the question of hosting, can you provide current statistics on the website: page views, bandwidth served, storage required etc. **(Answer) Current server storage: 100GB disk array (RAID 1)**

The following are statistics for the last 3 months:

March 2011

Total Hits: 3,316,453
Total Files: 2,542,902
Total Pages: 390,635
Total Visits: 63,801
Total Kbytes (bandwidth): 127,817,614

February 2011

Total Hits: 2,286,749
Total Files: 1,725,161
Total Pages: 272,907
Total Visits: 46,061
Total Kbytes (bandwidth): 90,959,141

January 2011

Total Hits: 2,892,899
Total Files: 1,731,615
Total Pages: 277,375
Total Visits: 47,813
Total Kbytes (bandwidth): 103,881,521

6. In regards to the following RFP, our firm would like to know if the below requirement pertains to on site or off site (remote) training? *The proposal must include basic training for a minimum of 25 employees, training plan and timeline.* **(Answer) It's on site training at our office.**

Questions & Answers to the RFP for Re-design, Development, Implementation, & Hosting of the City of Costa Mesa Website

7. We understand that the website <http://www.ci.costa-mesa.ca.us/> needs to be developed. Do we also have to include information from the other three City websites – that of the Police Department, Redevelopment Agency and the Community Foundation – i.e. are you planning to merge these websites under a single administrator panel? **(Answer) Yes, this web site will be rolled into the new web site.**
- What are the various online transactions that will be handled on the website? The requirement specifies the use of third-party applications to handle these transactions – are there any third party applications currently in use on the website? If yes, what are they? **(Answer)** Existing online transactions need to be supported via links to third-party applications. See list below. Framework should provide capability to integrate future e-government offerings.
- Human Resources:**
Uses NEOGOV for online applications through www.governmentjobs.com
See current link our web site: <http://www.ci.costa-mesa.ca.us/CMEmployment.htm>
- Parks and Recreation:**
In 2011-2012 fiscal year, registration and payment will be through www.active.com
8. What are the calendar formats that need to be supported? **(Answer) Community calendar, City Council calendar, Planning Commissioner calendar, Park and Recreation calendar.**
9. For the Streaming Video Support: Are you referring to Live Streaming or will the videos be uploaded to the server and then downloaded by users to watch them? **(Answer) See question 21 and 22.**
10. Do you have any particular preference for a CMS, or are you open to using an Open Source CMS for the project? **(Answer) No preference for a CMS. Yes, we are open to use Open Source CMS for the project.**
11. Are there any time-constraint for the completion of the project? Do you have a tentative launch date set for the new website? **(Answer) We understand that the web site work will be in stages with work starting in the end of June and hopeful the project completed by October 1st.**
12. What is current site traffic and storage size? **(Answer) See questions #5.**
13. Is there a way we could see the last year of Google analytics? **(Answer) Click on the link below.** Are you keeping your existing logo and brand? **(Answer) Yes**
14. Do you want to be able to develop your own application/online forms yourselves or have us do it? **(Answer) You need to create and improve exist forms for various departments.**
15. Full Mobile site capabilities or partial? **(Answer) Partial in this RFQ and full mobile the next round. (Answer) We would like to explore launching some basic information mobile applications for the planning department, city council and the marketing and communication department.**
16. What does this mean, is there a current example? The proposal should include an option and/or a predefined existing application to design and produce the City's new local government online magazine other requirement feature L. **(Answer) Currently no electronic newsletter exists. You need to create a template for our online magazine.**

Questions & Answers to the RFP for Re-design, Development, Implementation, & Hosting of the City of Costa Mesa Website

17. Do you want all 5 websites hosted with us or just the main city site? **(Answer)** *The other web sites will be rolled into this web site. So you will only be hosting one web site but much larger.*
18. Are you ok with 3rd party applications like issue for your online magazine, Google analytics for tracking for items that are great and exist and we don't have to custom build? **(Answer)** *Yes*
19. For the live feed, do you have cams already and a server or computer operating in conjunction with them? Are you ok with a third party service for he live feeds? **(Answer)** *The City has both the video cameras and an encoder/server that supports the live web stream ing. The web streaming is supported by Granicus, a third party service. The link to the live feed is http://costamesa.granicus.com/MediaPlayer.php?publish_id=3*
20. Do you currently stream the meetings in a live feed and record and save them in an archive; is that the goal for the new site. **(Answer)** *The City currently contracts with Granicus, a third party service provider for ou r web streaming solution. The City provides a live feed and records the meeting for on demand/archive purposes. Both the live stream and archives are hosted by Granicus and a link is provided on City w ebsite. The new website will provide a link to both the live feed and the archives that are hosted by Granicus. T he live feed is located at http://costamesa.granicus.com/MediaPlayer.php?publish_id=3
Archives are located at http://costamesa.granicus.com/ViewPublisher.php?view_id=4*
21. Four websites are listed in the RFP – City Website – www.ci.costa-mesa.ca.us, Costa Mesa Police Department- www.costamesapd.org, Redevelopment Agency – www.cmredevelopment.org, Costa Mesa Community Foundation – www.cm-fund.org. Does the scope of this project include redesign and development of all four sites? If so, would you want them to be separate sites with different domains, and would they have unique and separate designs? **(Answer)** *Those web sites will be rolled into the new website. The new website will have specific pages for each department and commissions.*
22. I understand the City currently uses a Linux based platform. O ur Content Management System is a Microsoft Windows .NET and SQL Server solution. The city can host with us , host in house, or with a third party. Is the City open to using a Windows platform for the new site? **(Answer)** *Ye, we are interested in using a Windows platform for the new site.*
23. Do you have a budget set for the pr oject? We offer different levels of packages that range in budget and we can tailor our offer to meet your needs. **(Answer)** *The current proposed budget is \$50,000 with additional funding pending.*
24. In the RFP, under "Other Requirements and Features" section (j) states that information on the current site must be included. Can you provide a page count of the existing content? **(Answer)** *It's very difficult to correctly count the number of pages from all 4 of our websites, because page is dynamically generated from the CMS. Vendors should consider the functionalities of the websites instead. It'd say "All functions and information from the current websites must be included".*
In the RFP, under "Other Requireme nts and Features" section (j) mentions the conversion of existi ng online interactive applications – can you provide a

Questions & Answers to the RFP for Re-design, Development, Implementation, & Hosting of the City of Costa Mesa Website

listing and the URLs of those existing online interactive applications you may need technical assistance with? **(Answer)** Existing online transactions need to be supported via links to third-party applications. See list below. Framework should provide capability to integrate future e-government offerings.

Human Resources:

Uses NEOGOV for online applications through www.governmentjobs.com
See current link our web site: <http://www.ci.costa-mesa.ca.us/CMEmployment.htm>

Parks and Recreation:

In 2011-2012 fiscal year, registration and payment will be through www.active.com

25. The Scope of Work states on two separate occasions that the selected vendor must have a "proven track record" and "substantial experience in local government website design, development, implementation and maintenance." Our company has extensive experience designing, developing and hosting multi-media, social-media-enabled websites for many other vertical markets such as broadcasting, publishing and ministry and we do have experience with large government agencies such as the NRC and Armed Forces Network, but we haven't yet developed a city/municipal website per se, although our intention is to get more involved in this space. In addition to our extensive experience with website design and hosting, we also offer a suite of powerful tools for video streaming, mobile interactivity and audience building all wrapped together with social media interactivity that will ensure the City of Costa Mesa's website will stand out from other city/municipal websites. Before we put the effort into developing our RFP response, please advise whether we will receive full consideration for this opportunity based on the above information. **(Answer) – See question #1**
26. Toward the bottom of page 6: Will the city's new local government magazine be a print product or an online-only product? **(Answer) – Online only. See question #18**
27. Will this RFP include website design/development and hosting for all four sites listed under City of Costa Mesa Technical Information on page 7? **(Answer) – See question #3**
28. Also on page 7: We only offer a hosted solution. Our CMS cannot be used on an installed basis. Under these circumstances, would our services still be considered **(Answer) Answer will be posted on Monday.**
29. In order to provide pricing, we will need the following information:
- Current site map **(Answer) it's very difficult to correctly count the number of pages from all 4 of our websites, because page is dynamically generated from the CMS. Vendors should consider the functionalities of the websites instead. It'd say "All functions and information from the current websites must be included".**
 - Current bandwidth usage statistics **(Answer) See question #5**
 - Current dB size **(Answer) 5MB**
 - Current # assets in dB. **(Answer) Don't know what this question means, we are using MySQL database.**

Questions & Answers to the RFP for Re-design, Development, Implementation, & Hosting of the City of Costa Mesa Website

30. What is the City's expected budget for CMS licensing fees and does the City have a preference for a CMS vendor? **(Answer) See question #25**
31. What is the City's expected budget for the entire scope of the re-design? Exact numbers are not necessary, but a ceiling range would be highly beneficial. **(Answer) See question #25**
32. Is there an incumbent contractor currently supporting this requirement? Is there a current 3rd party vendor that maintains the current Web site? **(Answer) Currently the web site hosting and support are done in-house**
33. Is there a budget range or ceiling that has been established for this project? **(Answer) See question #25**
34. What is the estimated timeline for completion of the project? **(Answer) See question #12**
35. Does location of vendor factor into evaluation of proposals? I.e. are you looking for a local vendor? **(Answer)– The only preference the city gives for local vendor is 5% consideration.**
36. What CMS (content management system), if any, are you currently using? **(Answer) No CMS is currently used. The program was developed in-house by our IT department. The system allows for automated time stamped deletion.**
37. Does the City have a preference for Web development environment / platform – e.g. LAMP vs. Microsoft/MOSS **(Answer) The city is flexible on which platform to use but we are concerned with external intrusion.**
38. Is the City committed to the same type of hosting environment (i.e. LAMP)? **(Answer) SEE Question 40.**
39. Will the City also need the selected vendor to create content (textual, video, imagery, etc.). Will copywriting services be required? **(Answer) No**
40. How many authors, managers, and contributors do you anticipate the new Web site having? **(Answer) The marketing/communications and IT departments will have the overall control of the web site. This will be at least four managers. Each department head will be allowed to contribute and edit sections of their department's web pages. We anticipate a minimum of 15 contributors.**
41. Please provide further clarification on the goals of the new Web site? Why is the City interested in redesigning their Website now? **(Answer) The current website is outdated. 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. 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.**
42. What are the major issues the City is looking to address with this Website redesign? **(Answer) See question 44.**
43. What are the brand attributes the City would like to see translated online? When can we receive the branding guidelines including the messaging and

Questions & Answers to the RFP for Re-design, Development, Implementation, & Hosting of the City of Costa Mesa Website

identity assets? **(Answer)** We are asking each company to submit their proposal based on what they perceive is needed to meet our requirements. The city is looking to promote the various departments, commissions, programs, parks, recreational venues, special events and partners in the community included but not limited to OC Fair and Events Center, Costa Mesa Conference and Visitors Bureau, Orange Coast College, Vanguard University, Segerstrom Center for the Arts, South Coast Repertory, South Coast Plaza, We are asking each company to submit their proposal based on what they perceive is needed to meet our requirements . Website should improve the common theme/colors/fonts with capability to easily change templates as needed.

44. Can the City discuss pre-existing constraints on the current technology used? Is there a particular preference on the implementing technology used, and if so, what is the reason for the preference? **(Answer)** *The current web design was created in house by our IT staff. We are looking to upgrade the website and using the most up to date technology for the web platform.* Does the City track Web traffic with a Web Analytics tool like Google Analytics? If so, which tool is currently used? **(Answer)**– Is there a way we could see the last year of Google analytics? **(Answer)** *See following link for details - [http://www.ci.costamesa.ca.us/docs/Analytics www ci costa mesa ca us 201001-201012.pdf](http://www.ci.costamesa.ca.us/docs/Analytics%20www%20ci%20costamesa%20ca%20us%20201001-201012.pdf).*
45. How much web traffic does the current Web site get? How much web traffic does the City anticipate with the re-launch? **(Answer)** *See question #5*
46. Have competitive assessments of peer websites been conducted or is this activity in scope for awarded vendor? **(Answer)** *Staff has done an unofficial review of neighboring cities. Our goal is to update our web site and be competitive with our surrounding cities.* Have usability testing, card sorts, or focus groups already been conducted on the current site? If so, will that data be shared with the awarded vendor ? **(Answer)** *No usability testing or focus groups have been conducted.*
47. Is there an interest in ongoing Web analytics reporting? Benchmarking? **(Answer)** *Yes, we are interested in Web analytics for the new web site.*
48. What content/features are most popular on the current Web site? **(Answer)** *Access City Council agenda and minutes, viewing live broadcast, Community news, and online applications for all departments.*
49. Can you describe the key characteristics of your target audience base? Have you recently or are you changing the target audience base? **(Answer)** *The target audience is any Costa Mesa resident from young kids to senior citizens. The web is a portal for information for our city.*
50. What, if any, are the constraints on deployment of the final Website? Does it need to be hosted in a specific facility? **(Answer)** *The web site can be hosted in house or off site.*
51. What is the approximate number of staff that will need to be trained in the use of the CMS? **(Answer)** *At least 15 staff members.*

Regarding your technical team , what is its current size? Are you only staffed for certain things? **(Answer)** Currently the IT staffing has the following

- One IT Manager
- One Administrative Assistant
- Four Network Administrators

Questions & Answers to the RFP for Re-design, Development, Implementation, & Hosting of the City of Costa Mesa Website

- Four Programmers

52. Under the "Qualifications" section, you request sample Home Page designs and Site Maps – how are respondents supposed to produce this "spec" material without following the process they propose in "Methodology Section"? Can the City consider removing these 2 requests, which are not in line with best practices for these types of RFPs **(Answer)**. ***The review committee and staff feel that a "comp" or sample home page is very important to the proposal. This comp page will be a working example to show that you understand the requirements of the project and to showcase how you would brand the City of Costa Mesa.***
53. 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
- a. What are the current third-party applications needing links? Who are the vendors, names of the applications, and current versions?

(Answer)

Human Resources:

Uses NEOGOV for online applications through www.governmentjobs.com

See current link our web site: <http://www.ci.costa-mesa.ca.us/CMEmployment.htm>

Parks and Recreation:

In 2011-2012 fiscal year, registration and payment will be through www.active.com

Video Production

The web streaming is supported by Granicus, a third party service. The link to the live feed is

http://costamesa.granicus.com/MediaPlayer.php?publish_id=3

The new website will provide a link to both the live feed and the archives that are hosted by Granicus. The live feed is located at

http://costamesa.granicus.com/MediaPlayer.php?publish_id=3

Archives are located at

http://costamesa.granicus.com/ViewPublisher.php?view_id=4

54. 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.
- b. Please explain the phrase "word search capability"? Does word search capability refer to "key word searches" or "Microsoft word searches"?
- (Answer) The "key word search" capability means that a user could type a key word that would search all archive documents for that word. The goal is to create an user friendly function to find past public documents, agendas, minutes, press releases etc.**
55. Form Printing: Website must have links or embedded plug-ins such as Adobe Reader for opening, viewing and printing static forms.

Questions & Answers to the RFP for Re-design, Development, Implementation, & Hosting of the City of Costa Mesa Website

c. Does a standard browser plug in meet this requirement?

(Answer) Yes, a standard browser plug meets these requirements.

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

d. Do you want the pricing to include all 4 domains? Or, would you like them separated out in the pricing proposal?

(Answer) We would like the pricing to include all four web sites. Those web sites will be "rolled" back into the main web site.

57. 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.

e. How many pages do you want migrated over to your new Website Management System? **(Answer) It's very difficult to correctly count the number of pages from all 4 of our websites, because page is dynamically generated from the CMS. Vendors should consider the functionalities of the websites instead. It'd say "All functions and information from the current websites must be included".**



Tab 5



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.

Dated: April 15, 2011

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



REQUEST FOR PROPOSAL #1143
FOR
RE-DESIGN, DEVELOPMENT, IMPLEMENTATION, AND HOSTING OF THE CITY
OF COSTA MESA'S WEBSITE

AMENDMENT NO. 1

Finance Department
CITY OF COSTA MESA

Released on April 15, 2011

The referenced document has been modified as per the attached Amendment No. 1

Please sign this Amendment where designated and return the executed copy with submission of your proposal. This amendment is hereby made part of the referenced proposal as through fully set forth therein. Any questions regarding this amendment should be addressed to Richard Amadril, email ramadril@ci.costa-mesa.ca.us.

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 May 12, 2011
Interview of short list	May 16, 2011 TBD
Proposal Evaluation Completed	May 20, 2011 May 27, 2011
Approval of Contract (Contract to be award by Council)	June 7, 2011

All other provisions of the invitation of this proposal shall remain in their entirety. Vendors hereby acknowledge receipt and understanding of the above Amendment.

Signature Date

Company Name

Typed Name and Title

Address



Tab 6



**CITY OF COSTA MESA
FINANCE DEPARTMENT
INTEROFFICE MEMORANDUM**

**LARRY HURST
INTERIM FINANCE DIRECTOR**

TO: EVALUATION COMMITTEE

FROM: RICHARD AMADRIL, PURCHASING

DATE: MAY 16, 2011

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

You have been chosen for the evaluations of the following proposals:

1. The Active Network
2. SharePoint 360
3. Intrafinity
4. Dreambox Creation
5. Louder Design
6. American Eagle
7. Civic Plus
8. Vision Internet
9. Civica Software

Attached is an evaluation template you will be using for each proposal that will be distributed to you. For each criterion, enter the number in the score box based on the following scale:

- 0 - (Zero) Criterion was not address at all.
- 1 - Unacceptable
- 2 - Below Average
- 3 - Average
- 4 - Above Average
- 5 - Exceptional

You should evaluate the proposal independently and each proposal is to be evaluated against RFP requirements. If you need further clarification, do not contact the proposer but e-mail your questions to me instead.

After your review, please forward your evaluation sheets to me not later that than May 24, 2011, so I can summarize your scores. I will then schedule a meeting so we can discuss the scores given to each proposal and develop a team score.

If you have any questions regarding this process, please call me at 714-754-5227 or email me at ramadril@ci.costa-mesa.ca.us. Thank you for your participation and cooperation in this project.

Distribution:

Dan Joyce, Legislative & Public Affairs Manager
Bill Lobdell, Interim Director of Communications
Brenda Emrick, Fire Protection Specialist
Richard, Kirkbride, Information Technology Manager
Lisa McPherson, Recreation Supervisor
Dane Bora, Video Production Coordinator
Citizen Representative: Beth Refakes



Tab 7

Re-Design, Development, Implementation, and Hosting of the City of Costa Mesa's Website

EVALUATION COMMITTEE MEMBER STATEMENT

Request for Proposal:

Re-Design, Development, Implementation, and Hosting of the City of Costa Mesa's Website.

You have been asked to participate in the evaluation of proposals that have been received as the result of the competitive solicitation referenced above. A proposal was received from each of the companies listed on the attached Inter-Departmental Communication dated May 16, 2011.

It is essential that the integrity of the evaluation process be maintained to insure that each Proposer is given fair and equal consideration. Your knowledge of and/or past or current association with particular firms and/or individuals must not influence your evaluation. The proposals and any subsequent respective clarifications and/or negotiations must stand alone, and you are required to be particularly objective and guard against any tendency to favor a particular firm or individual. (This does not mean that you are to ignore past or current experiences with a particular firm in which goods or services they supplied to the City were sub par.)

You are required to report to Purchasing, any actual or potential conflict of interest and the nature of the conflict. (You personally, or if your spouse or child has or had any association or interest with the business entity or any principal employee of the business entity.)

An additional consideration is the need to maintain confidentiality during the evaluation regarding the contents of the Proposers' responses, as well as the proceedings of the evaluation committee. Any inquiries regarding the evaluation of this particular solicitation must be directed to Purchasing.

You are asked to read and sign the following statement:

I have read, understand, and agree to the above, and I will adhere to the policies presented. I know of no conflict of interest on my part, nor have I accepted any gratuities or favors from Proposers, which would compromise my objectivity. I have no personal interest in seeing that a specific Proposer is awarded a contract. I shall keep all evaluation proceedings in strict confidence prior to contract award. I will do my best to base my recommendation for contract award solely upon the evaluation criteria in the solicitation and each Proposer's response.

Committee Member Signature _____ Date _____

Printed Member Name _____

Please sign and return this form to Richard Amadril immediately upon receipt.

Best Regards,
Richard Amadril
Purchasing
City of Costa Mesa
Tel: (714) 754-5227
Fax: (714) 754-5040
Email: ramadril@ci.costa-mesa.ca.us



Tab 8

RE-DESIGN OF THE CITY'S WEBSITE EVALUATION FORM

ATTACHMENT 2

PROPOSER:

Scores are given from 0 - 5 points indicating:
 0 - the criterion was not addressed at all
 1 - unacceptable
 3 - acceptable
 5 - exceptional

WEIGHT	CRITERIA	RATER	SCORE
25	Project understanding: Appropriateness and acceptability of plan and approach		
	Comments:		
10	Reference		
	Comments:		
25	Reasonable cost to the City		
	Comments:		
30	Ability to provide services: Knowledge of and experience with similar projects		
	Comments:		
10	Other: Services or product that exceed the mandatory requirements. Added value		
	Comments:		



Tab 9



CITY OF COSTA MESA

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

FINANCE DEPARTMENT
PURCHASING

May 17, 2011

City of Newport Beach
Mary Locey
Public Works Specialist
3300 Newport Blvd.
Newport Beach, CA 92663

Dear Ms. Locey,

The City of Costa Mesa is in the review and evaluation process from a Request for Proposal we have submitted for The City Costa Mesa Website Re-design. Vision Internet as put your agency down for references. Please fill out the attached forms and fax back to my attention no later than May 23, 2011. My fax # is 714-754-5040.

Thank you in advance for your assistance. If you have any questions regarding the attached please feel free to contact me at 714-754-5227.

Sincerely,

RICHARD AMADRIL

**Website Re-design
For
City of Costa Mesa
Questions of References**

1. What type of work did they do for you?
 - Dollar amount (estimate)
2. How would you rate this consultant, on total cost?
 - 1 – unacceptable
 - 2
 - 3 – acceptable
 - 4
 - 5 – exceptional

On Timeliness

 - 1 – unacceptable
 - 2
 - 3 – acceptable
 - 3
 - 5 – exceptional

On Problem Responsiveness

 - 1 – unacceptable
 - 2
 - 3 – acceptable
 - 4
 - 5 – exceptional

On Quality of Services

 - 1 – unacceptable
 - 2
 - 3 – acceptable
 - 4
 - 5 – exceptional

On Attitude of Personnel

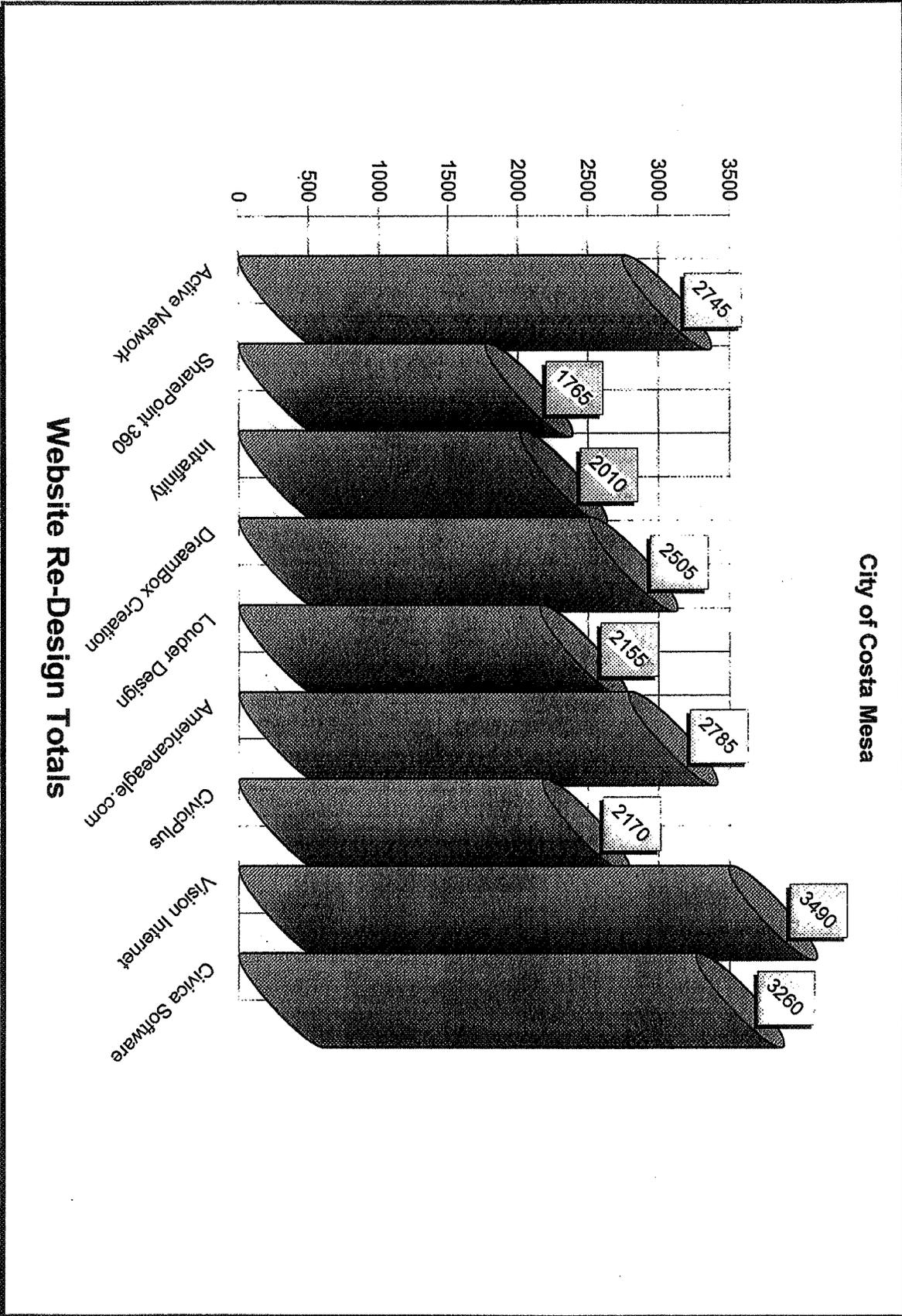
 - 1 – unacceptable
 - 2
 - 3 – acceptable
 - 4
 - 5 – exceptional

On Customer Support

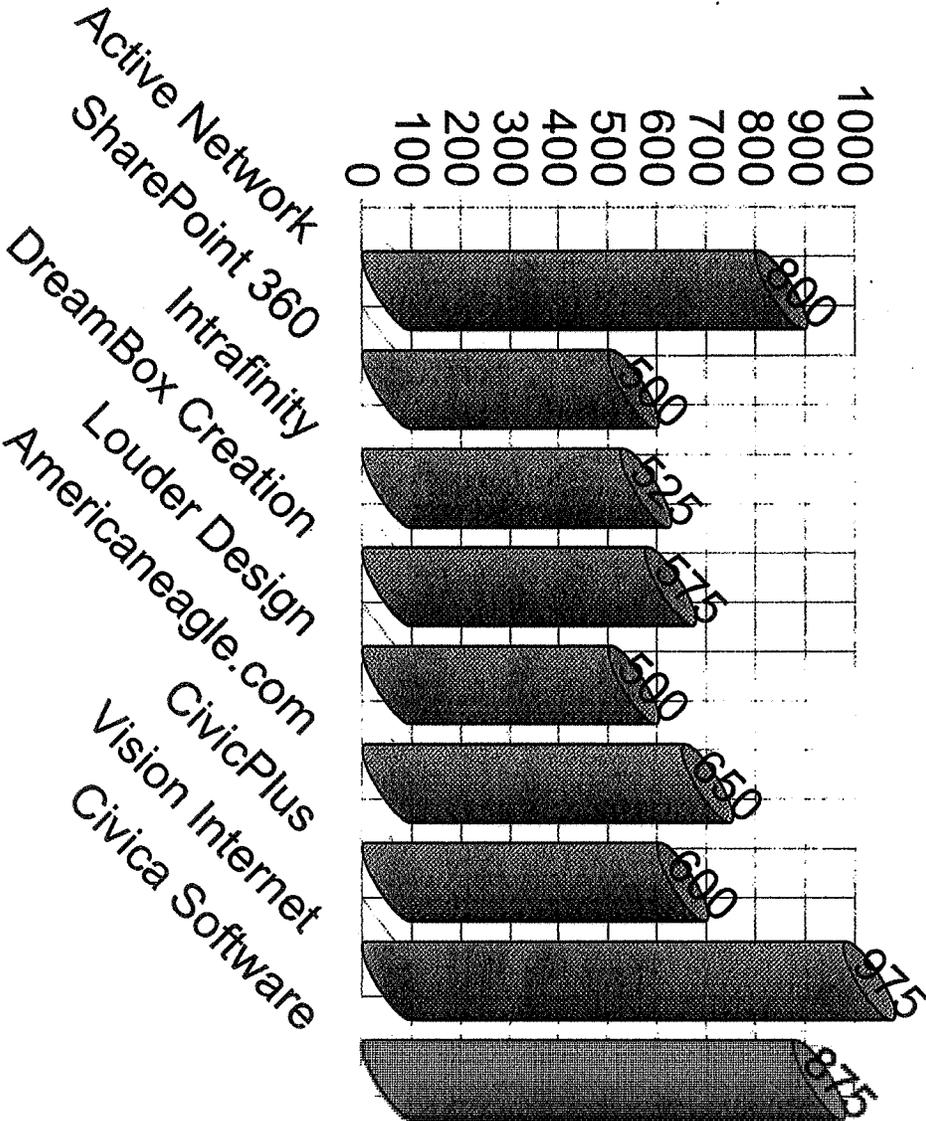
 - 1- unacceptable
 - 2-
 - 3- acceptable
 - 4-
 - 5- exceptional

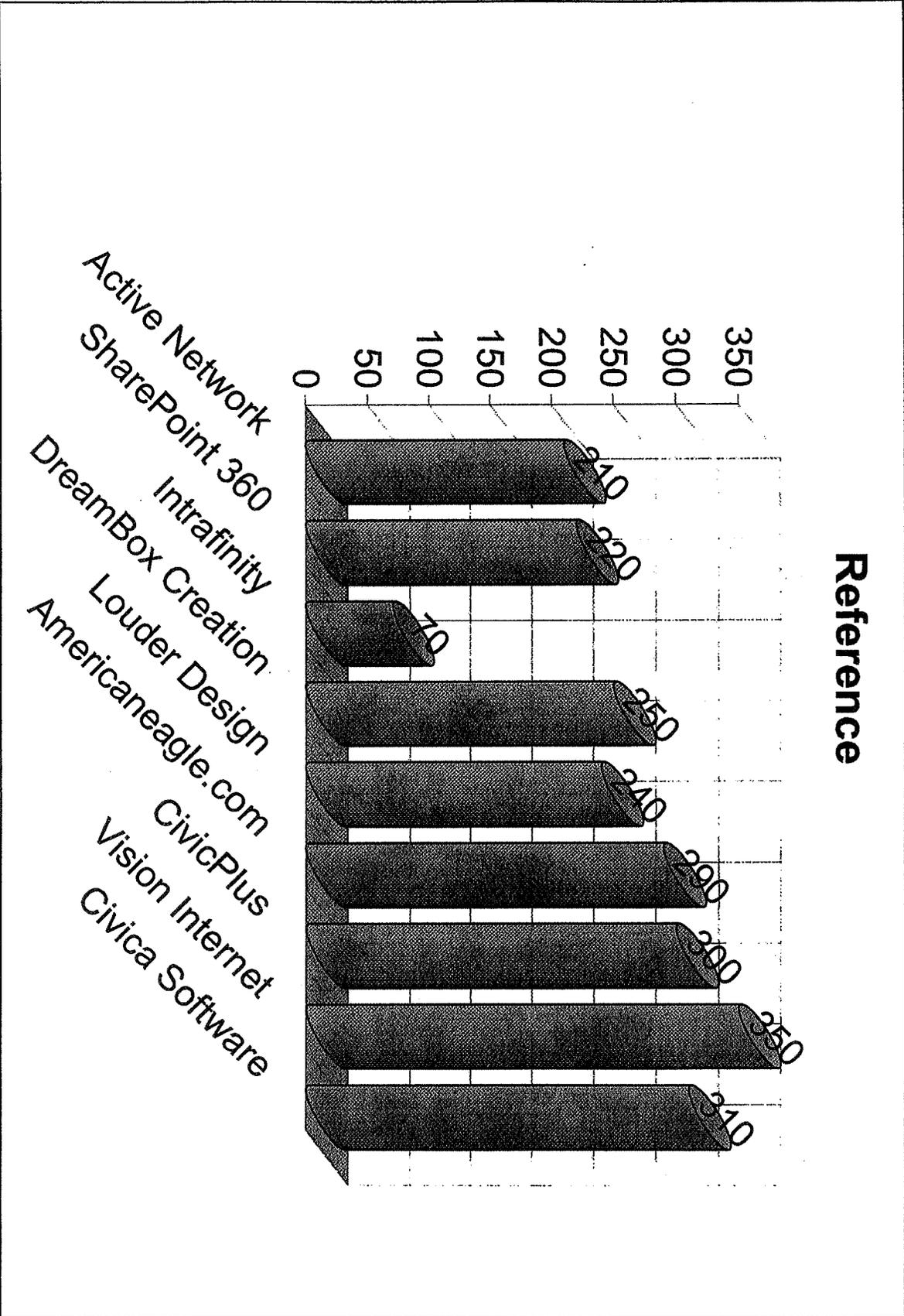


Tab 10

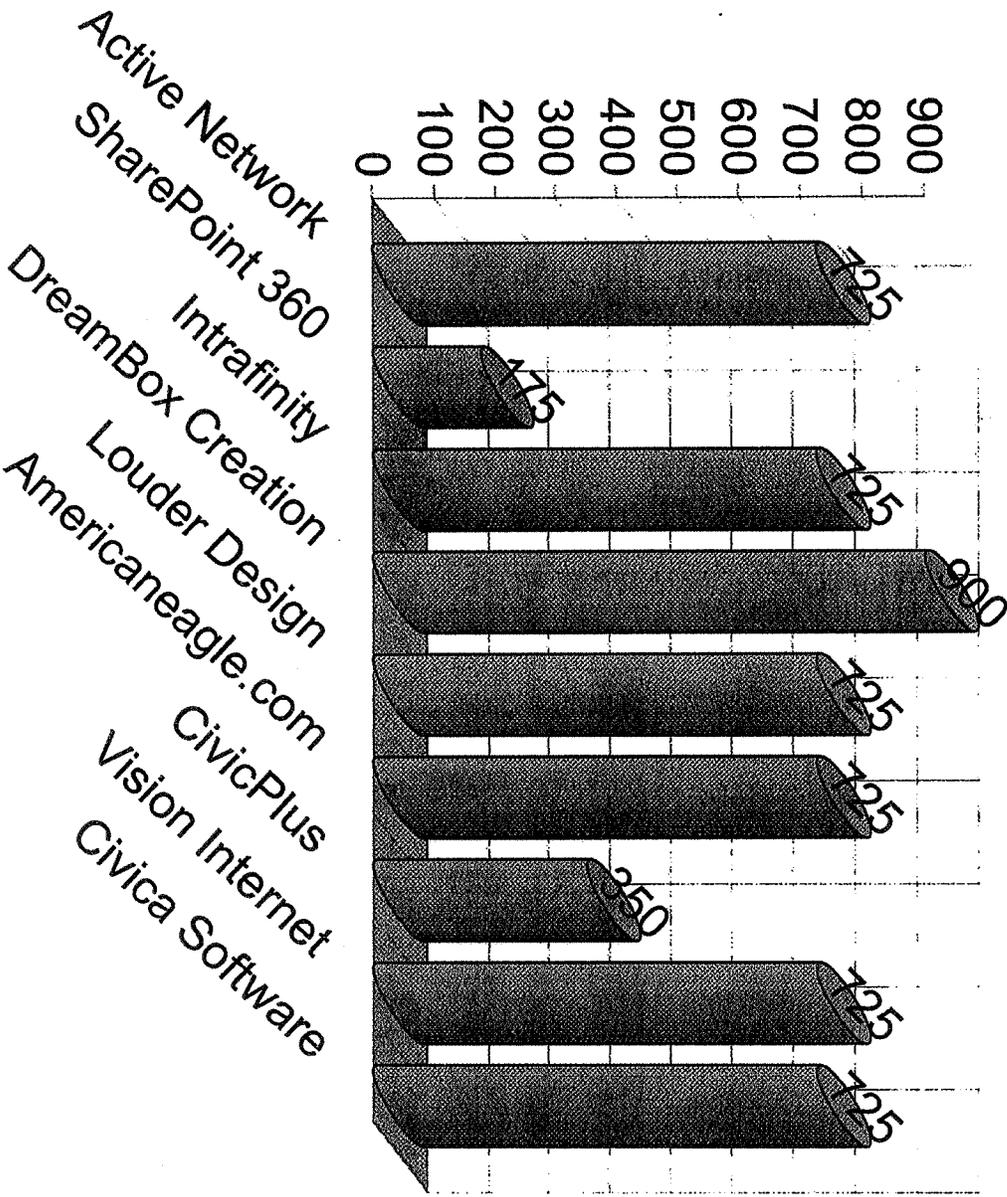


Project understanding: Appropriateness and acceptability of plan and approach

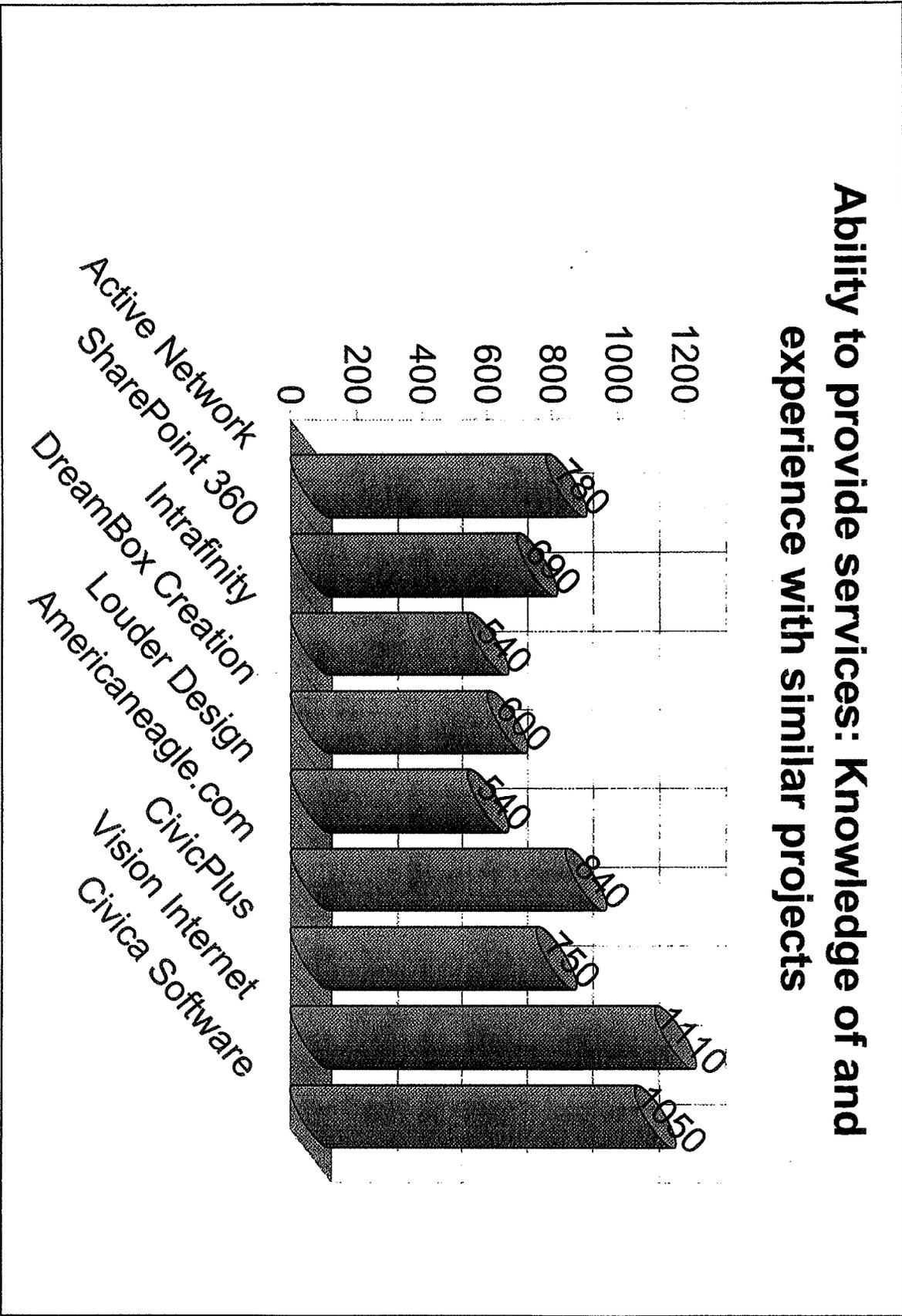




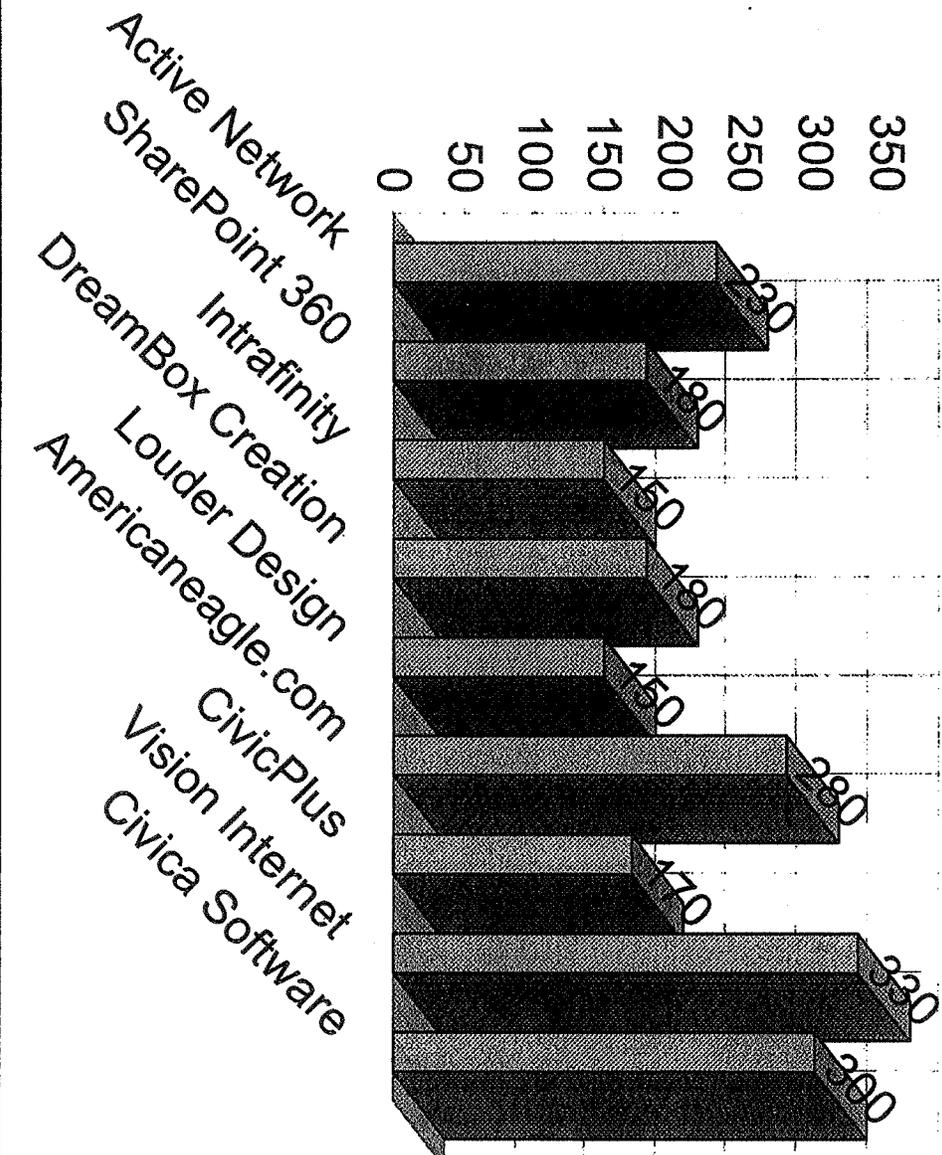
Reasonable Cost to the City



Ability to provide services: Knowledge of and experience with similar projects



Other: Service or product that exceeded the mandatory requirements, added value





Tab 11

Vendor	Score	Total Score												
25														
Project understanding, Appropriateness and acceptability of plan and approach														
Active Network	4	5	3	1	5	4	4	4	4	4	4	3	32	800
SharePoint 360	3	3	0	3	3	2	4	0	0	0	0	2	20	500
Intrafinity	1	3	3	1	3	3	3	3	3	3	1	2	21	525
DreamBox Creation	3	3	1	3	3	2	3	1	4	4	0	3	25	575
Louder Design	2	3	1	1	2	4	4	4	3	3	1	0	20	500
Americanagle.com	3	4	3	1	4	4	4	3	3	3	1	1	26	650
CivicPlus	3	5	3	3	5	4	4	0	4	4	0	3	24	600
Vision Internet	4	5	5	3	5	4	4	4	4	4	4	4	39	975
Civica Software	5	5	3	3	3	5	4	4	4	4	3	4	35	875
10														
Reference														
Active Network	3	1	3	3	3	2	2	0	0	0	3	3	21	210
SharePoint 360	3	5	0	3	3	3	3	0	0	0	3	3	22	220
Intrafinity	1	0	1	1	1	0	0	0	0	0	0	0	7	70
DreamBox Creation	4	2	1	1	2	4	4	4	4	4	2	2	25	250
Louder Design	2	3	1	1	3	5	4	5	5	5	1	1	24	240
Americanagle.com	3	3	3	3	3	4	4	4	4	4	3	3	29	290
CivicPlus	3	5	3	3	5	4	4	0	0	0	2	2	30	300
Vision Internet	5	5	3	3	5	4	4	4	4	4	3	3	35	350
Civica Software	4	3	5	3	3	4	4	0	0	0	5	3	31	310
25														
Reasonable cost to the City														
Active Network	3	2	3	3	4	4	4	4	4	4	4	4	29	725
SharePoint 360	1	1	0	3	1	1	1	0	0	0	1	1	7	175
Intrafinity	3	3	3	1	3	4	4	4	4	4	3	3	29	725
DreamBox Creation	4	5	3	3	5	4	4	4	4	4	5	5	36	900
Louder Design	3	3	3	3	3	4	4	4	4	4	1	1	29	725
Americanagle.com	3	3	3	3	3	4	4	4	4	4	3	3	29	725
CivicPlus	2	1	1	3	2	2	2	0	0	0	1	1	14	350
Vision Internet	4	3	3	3	4	4	4	4	4	4	3	3	29	725
Civica Software	4	2	3	3	3	4	4	3	3	3	4	4	29	725
30														
Ability to provide services, Knowledge of and experience with similar projects														
Active Network	3	4	3	3	4	3	3	0	0	0	3	3	26	780
SharePoint 360	3	5	0	3	3	3	3	0	0	0	3	3	23	690
Intrafinity	1	3	3	1	3	2	3	1	1	1	1	1	18	540
DreamBox Creation	3	2	1	3	2	3	3	1	2	2	4	4	20	600
Louder Design	2	2	2	2	2	3	3	2	2	2	2	2	18	540
Americanagle.com	3	3	5	5	3	3	3	0	0	0	3	3	28	840
CivicPlus	3	5	1	1	5	4	4	0	0	0	3	3	25	750
Vision Internet	4	5	5	5	5	4	4	4	4	4	4	4	37	1110
Civica Software	4	4	3	3	4	4	4	4	4	4	4	4	35	1050
10														
Other Services or product that exceed the mandatory requirements, added value														
Active Network	3	4	3	3	4	4	4	0	0	0	4	4	23	230
SharePoint 360	2	3	1	3	3	2	3	0	0	0	3	3	16	180
Intrafinity	2	3	0	1	3	3	2	0	0	0	4	4	15	150
DreamBox Creation	3	3	3	3	3	3	3	0	0	0	3	3	16	180
Louder Design	1	3	1	1	0	3	3	3	3	3	1	1	15	150
Americanagle.com	3	3	3	3	4	4	4	4	4	4	3	3	28	280
CivicPlus	1	3	1	1	3	4	4	0	0	0	3	3	17	170
Vision Internet	4	5	5	5	4	4	4	4	4	4	4	4	33	330
Civica Software	4	4	3	3	3	4	4	3	3	3	4	4	30	300



Tab 12

Website Re-design

Rating	Active Network	SharePoint 360	Intrativity	Dreambox Creation	Loudr Design	Americanagle.com	CMVPlus	Vision Internet	Civica Software
Reasonable cost for the City									
1	Under budget, \$46,900. 1000 pages of migration. Needed more information	Over Budget by \$200,000. I think someone misread the RFP or didn't delete figures from another proposal.	Under budget at \$43,814. Shortest timeline, 12 weeks	Cost was really under the \$50K budget. Under budget at \$26,120. Short time schedule of 8 weeks to complete project. Additional \$1200 for web site hosting.	Under budget \$28,900. 18 week timeframe for completion.	Under budget of \$48K. Additional cost for email. I have concerns about additional cost items in proposal. Additional cost of \$12K for search engine. Additional cost for relaunch.	Over budget, \$89,852. Migration of 260 Pages. Anticipating additional costs based on Project options.	Base under the \$50K. It included many of the features requested. However, only includes migrating 200 pgs. More will be needed at a cost of \$1445 additional for each block of 50 pgs. Very high cost. Additional cost to host Newsletter section the site and GovTrack system. Maybe worth the additional \$3900 or we may incorporate the into phase 2	Cost was over at \$51,570. An additional \$1825 to host which is a little high in cost. No additional cost. 750 pages of migration in proposal. Additional charges of \$7.80 per page. Very affordable. The annual costs for hosting and CMS/Website seems high.
2	Higher priced/hosting \$500 per month	OUCH!	similar to others	Very low compared to others	Similar to others	Fair. Useful options are add-ons with associated monthly costs	Seemed rather expensive for initial cost/estimations for online magazine	Fair prices. Much of this is a/cant. As such it seems to be understated as to the true cost. Example 200 pages converted, but the rest either we pay extra or do it ourselves. Limited on training. Hosting cost one veggie	Cost is high but their sample sites impress
3									
4		Cost are more than 4 times over the budget	Moderate. Monitoring is extra. Is pricing inclusive enough?	Costs Moderate	Costs re moderate, but are they inclusive enough? Front end loaded costs.	Integration Extra (page 10) 48K with monthly extra. Billing front end loaded. See Links on damages = monthly fees	\$70K plus large annual cost. Travel and optional features list on page 207 Language Translation Extra \$5 by the page?		Moderate + \$2K year hosting. Maintenance & upgrade fees \$4800 Yr.
5									
6	Within budget - but barely	We can't afford this.	Development fees very reasonable. Annual fees higher than others.	No similar projects provided	Yes!	Site Development & Annual Support/Maintenance pricing in line	Annual Support/maintenance pricey & includes 5% yearly adjustment	Site Development & Annual Support/maintenance pricing in line	Reasonable design & support cost, including 1st Year Free support Annual cost seems high
7									
8	\$48,900 - on-premise professional services. \$8,000 No training included	\$66,192.72 - on-premise licensing \$157,837 professional services. \$187,988-\$224,032	1st year/implementation - \$43,941 Annual \$13,000	\$27,320 - 1st year with hosting, \$26,120 without hosting. No Annual fee indicated. Hosting services - \$100 monthly	\$28,900+ - Implementation \$800yr- annual hosting fee	\$48,000 - development. Is there an annual cost?	\$69,000 1st year! \$10,000+ annual cost. Various options with additional expenses	\$46,475/ 3months free maintenance/support. \$4,800 annual contract for Vision Live (train/hosting)	\$51,570 1st year! \$4,810 annual
Ability to provide services, knowledge of and experience with similar projects									
1	Have developed sites for City of Daly, Scottsdale and Clayton. They use a "cookie cutter" approach to web site development	Have experience developing web sites for other cities. Using templates for page design.	One design presented for the City of Halifax, Canada	Limited work with city governments. References in proposal were restaurants and universities. Research the City of Whittier which is acceptable. Again, would like to have seen city government clients as references	Limited work for cities.	Most work from mid-west. No Calif. Cities. Concerned about working with an out of state company for customer service and timely completion of the project	They have done work for City of Dublin, CA Fontana, CA and Chino Hills, CA Very typical site design with standard templates.	Have developed web site for over 200 cities and have won numerous awards.	Have developed websites for 80 Calif. Agencies and 250 projects. Developed web sites for Laguna Beach, West Covina and Irvine. Good customer services
2									
3	1000 pg migration		Timeline was useful	Experience is not as extensive	Not much experience with local gov't.	Nationally known company/advertiser. Training for all staff a plus web hosting outstanding plan	Out of CA		Enrollify provision!

Website Re-design

Rater	Active Network	SharpPoint 350	Infrantry	DreamBox Creation	Locter Design	Americasaggle.com	CivicPlus	Vision Internet	Civica Software
1	San Diego Based. Claiming 100 cities, but are those full service Web sites or recreation software sites? 24/7 support, Multi-Lingual, Sid RSS, User Editing. Video? Hosted at QWEST (power, UPS, Gen7) (Redundant server and sites?) Note 10 pages of legal jargon to be reviewed. ADA? (Dual locations?)	Basic services available. Streaming Video, ADA, Mobility, Security & Backup, Dual Servers (Dual locations?)	Not a US Company. Dual Sites? Good basic redundancy. Mobile support?	Some services are Ab-Care. Hosting fair rate. No bandwidth charges. Browser support good. Time line aggressive.	Ex-Vahno designer. Small staff. Hosting and redundancy addressed	ADA, content update, good browser support. Dual Centers, but very close together. Dual connections. Very good DRE and redundancy.	Good Data Center Config. (redundant site)	Semi Local. No streaming video. Have usual services for hosting. Hard ware support and cost? Redundant site has history with other comparable cities.	Local Newport Beach, Hosting on "Shared" server with mirroring. Locations & Data center. In67 Power. Security? Combo of Dynamic and Static P Pages
2	Excellent client list/ Lots of experience. Sample sites just okay, some not visually stimulating.	Some gov./municipal clients, but minimal	Lack of gov./municipal clients. Lack of proven track record.	Lack of gov./municipal clients. Most clients are restaurants. Not impressed w/company website.	Lack of gov./municipal clients	Lots of experience w/municipal sites	Extensive municipal client list. Proven track record. 400+ clients	Excellent references & client list. 60 CA clients, numerous gov. clients	
3	Various government sites/ mostly out of state	City, county, school District	No samples sites provided (except Helion) Not much of a design team - staff of 2	Lack sample sites to review. Basic impression, no references/examples of city government exper.	No CA cities in current portfolio.	Award-winning sites/ Kansas	Good samples to see	Good Samples!	
4	Acceptable training. Additional options highlighted in proposal Google maps and polling and surveys.	Nothing above what was required.	Liked the Citizen Portal feature. Liked GIS Mapping feature. Need more detail on training.	Good section on training. Liked the video tutorials for staff.	Projects mostly in IL/School Districts	Nothing above what was required	Training services were good. Liked the facility. directory Google feature. the GovTrak feature and the polling survey options. Like the mobile app possibilities	Training services were good. Like the feature to train 3 admin and 30 additional employees. Works with Granicus system. Like the mobile app possibilities	
5	Lots of available pages	Not a U.S. Company	Form generator program	Form generator program	Video Tutorials for staff/facilitator/marketing	Expensive "optional" training	Love the calendars	Surveys, Mobile App. Multiple sites. Em. Homepage	
6	Custom RSS Feeds?	Citizen portal	Customizable RSS	Didn't see any	Optional Broadcast (SPAM) email system \$7	Network of 800 clients for support/ CivicPlus University for online training	1-click social networking 3rd party integration. Unlimited pages	Mobile sites capable, great Granicus integration	
7	Mobile apps				Asset Library in CMS. Lots of training. Interactive element quite robust.		good proposal	Programmers available for support training mobile site & various modules	
8	Website converted to mobile design/phone apps	Dont' care for home page examples	Site publish/Citizen portal/custom mapping & train the trainer.	Power-user & end user training. CMS Browser drivent. 99.9% up time	On-page CMS, focus on ecommerce/ 3 design mockups	Train the trainer approach			
9									

Other: Services or product that exceed the mandatory requirements, added value:

Tab 13

Respondent	Active Network	American Eagle	American Eagle	CWica Software	CivicPlus	CivicPlus	Dreambox	Intrativity
<p>What type of work did they do for you?</p> <p>\$12,000 for Maintenance/upgrade support and some training for existing system</p> <p>Web redesign and development for community, population 32,000</p> <p>New website including design, functionality and hosting. Dollar estimate \$33,000</p> <p>Total web design. Dollar estimate \$100,000</p> <p>Web design and development. Web staff training. No \$ estimate provided.</p> <p>CivicPlus implemented their content management system in 2007 and performed a redesign in 2010. Redesign Dollar estimate \$10,000</p> <p>Business software development and web design as well as integrating workflow with the repository on hand (LaserFiche). Dollar estimate \$200,000 a year was spent on IT.</p>	<p>3</p> <p>4</p> <p>3</p> <p>3</p> <p>4</p> <p>4</p> <p>4</p>	<p>5</p> <p>3</p> <p>3</p> <p>4</p> <p>5</p> <p>5</p> <p>5</p>	<p>3</p> <p>5</p> <p>3</p> <p>3</p> <p>5</p> <p>3</p> <p>5</p>	<p>3</p> <p>3</p> <p>3</p> <p>5</p> <p>5</p> <p>5</p>	<p>4</p> <p>5</p> <p>4</p> <p>5</p> <p>4</p> <p>5</p>	<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>	<p>3</p> <p>5</p> <p>3</p> <p>3</p> <p>5</p> <p>5</p>	<p>3</p> <p>5</p> <p>3</p> <p>3</p> <p>5</p> <p>5</p>
<p>How would you rate this consultant on total Cost?</p> <p>3</p>	<p>No. Very robust system for managing a website lots of features (though not all of what is needed), but its not too easy for non-technical folks to use.</p>	<p>Yes. Prior to launch of community site sent RFP for an auxiliary site with hopes and anticipation that their bid will be the lowest and best.</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes. However would only select software tools that are complete and in use now not under development. I would also only use their software and not try to blend in outside products.</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>On Timeliness?</p> <p>4</p>								
<p>On Problem Responsiveness?</p> <p>3</p>								
<p>On Quality of Service?</p> <p>3</p>								
<p>On Attitude of Personnel?</p> <p>4</p>								
<p>On Customer Service?</p> <p>4</p>								
<p>If you had to go out and bid today for a similar project, would you choose this firm again?</p>								

ATTACHMENT

Respondent What are the strengths about this firm?	Active Network	American Eagle	American Eagle	Civica Software	CivicPlus	CivicPlus	Dreambox	Intrafinity
<p>ATTACHMENT</p>	<p>Understand government customers and do a great job of responding to support requests.</p>	<p>Proven record with government websites. Use of current and exciting technology and practices. Uses teams when working on a project. Teamwork provides 360 thinking.</p>	<p>Very helpful during development process and willing to spend time helping you learn how to use the site. Easy to use; each Village department updates their own sections of the website.</p>	<p>Intimate knowledge of Internet and of human interactions where does the eye go first, how to keep the number of clicks to a minimum, how to display on multiple browsers).</p>	<p>Very responsive to questions and concerns. Very good training programs and tools. Good software solutions in most areas. Staff pleasant to work with. Deadlines are met and the website conversion is carefully structured in a step-by-step process. They are easy to work with and are helpful in making sure each client gets the look and functionality they seek.</p>	<p>Strengths are the efficiencies of their content management system, their responsiveness and most importantly their creative talents.</p>	<p>Response time-great. Dependability and knowledge was a big plus. Finding fast and quick solutions to problems was a specialty. Innovative in conceptual IT designs.</p>	
<p>What are the weaknesses of this firm?</p>	<p>System is hard to work with at times, especially for non-technical users.</p>	<p>None</p>	<p>If you do not include a certain functionality at the time you give final signoff on the project, changes are cost prohibitive. Customer service responsiveness seems to have slowed about 2 years after implementation.</p>	<p>Have taken too many calls from our staff. Our staff was using them to assist rather than learning the CMS. This issue has been rectified.</p>	<p>Sales people may oversell the product promising completion of software that is under development or compatibility with outside software. One module we selected was not complete when it was scheduled for our site and still is not complete 6 months later. But this was not an essential module.</p>	<p>None</p>	<p>N/A</p>	

Respondent	Active Network	American Eagle	American Eagle	Civica Software	CivicPlus	CivicPlus	Dreambox	Intrativity
Did they exceed their proposal cost?	N/A	Beta site due in 3 weeks. Redesign site should launch to public in July. Paid half of \$29,000 up front and will deliver the rest on completion. At this time, on budget and no extra costs.	No	No, they did not exceed their proposal cost. However, we have increased the number of modules and customization.	No. They stayed on budget.	No	Our experience was over a period of 10 years. He was very ethical about cost issues.	
ATTACHMENT								
If so, by how much?	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
If applicable, do you feel the exceeded costs were justified?	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Respondent	Louder Design	Louder Design	SharePoint 360	SharePoint 360	Vision Internet	Vision Internet	Vision Internet
2 What type of work did they do for you? ATTACHMENT	No response	Website design- no dollar amount given	SP360 has provided several services to City of Carlsbad including hosting, troubleshooting and development. Dollar estimate: Hosting ~\$8050/year. Troubleshooting/development \$12,000 for site enhancements.	Designed public facing website using SharePoint 2007 and performed migration of content from the previous website. Dollar estimate \$30,000	Redesign of City of Burbank website. Creation of Burbank bus website. Developing new websites for Burbank Water and Power and Burbank Police Dept. Dollar estimate-for City of Burbank website approx. \$55,000.	Redesign of website. Dollar estimate \$60,000	Complete redesign of both Internet and Intranet. This included several meetings with the consultant to discuss design criteria, themes, navigation, etc.; complete conversion from previous websites; training of staff on new processes; launching new websites and providing customer support. Dollar estimate \$80,500.
How would you rate this consultant on total Cost?	3	5	4	3	4	4	4
On Timeliness?	5	4	5	4	4	4	4
On Problem Responsiveness?	5	4	5	3	5	5	3
On Quality of Service?	5	5	5	3	5	5	3
On Attitude of Personnel?	5	5	5	4	5	5	4
On Customer Service?	5	4	5	3	5	5	3
If you had to go out and bid today for a similar project, would you choose this firm again?	Yes.		Yes. We have created 3 Agreements with SP360 over the past 2 years for various problems and enhancements. Note: we run our agreement with the ability to create specific Statement of Work for each Initiative under the same PSA. We are looking at SP360 for some graphical design work.	Not sure. The number of SharePoint consultants has increased dramatically since we went out to bid on this project, so the market is much different. SP360 have improved and grown as a company since we engaged them several years ago, so I expect the technical skills, service and support would be much better. However, if I had to do it all over again for a public facing website, probably would not use a SharePoint platform.	Yes	Yes, definitely.	Yes

Respondent What are the strengths about this firm?	Louder Design	Louder Design	SharePoint 360	SharePoint 360	Vision Internet	Vision Internet	Vision Internet
<p>ATTACHMENT</p>	<p>Their response time, knowledge and professionalism</p>	<p>Creative design. Stable web hosting, no problems. Provided everything we asked for on our website without any issues. Professional company, reasonable price.</p>	<p>SP360 is very customer and product oriented. They want the SharePoint platform to succeed as much as they want their customers to succeed and really do not separate the two. They see a successful implementation as a benefit for both. SP360 has staff to accomplish just about anything. SharePoint. Everyone from their Sales Department to Design/Development to Network services is oriented towards SharePoint. We have found this focus to be a plus when working with them. Their technical staff has insight into the SharePoint platform that you can't find on Technet or Google</p>	<p>Good customer service (has improved over the years), local, they were one of the only firms around that did both design and hosting.</p>	<p>Excellent understanding of government websites/information.</p>	<p>The software is easy to operate (user-friendly), Customizable setup. They create a design that looks like your city.</p>	<p>The design team was responsive and openly discussed all of our questions and concerns. The requests for slight modifications were handled in a timely manner and met our expectations.</p>
<p>What are the weaknesses of this firm?</p>	<p>None</p>	<p>None</p>	<p>The one area that was a problem was communication. There were a couple of instances where something was going on with the hosting network and we didn't find out about it until the next day. This has since been corrected, but I thought it was worth mentioning. We now receive notices immediately anything there is an issue with our site.</p>	<p>When we worked with them their depth of expertise and experience was more limited than it is now. But to their credit, there weren't many first that had designed public facing SharePoint sites at that time. We also lost our project manager part way through the project, so there were some customer service issues. The company has expanded since and the customer service has definitely improved.</p>	<p>None</p>	<p>The process is fairly long (about 6 months is average, we pushed it in 5 months)</p>	<p>The customer service and support after implementation varies from excellent to unacceptable depending on who you are in contact with. We had times when calls and email went unanswered for several days or more; to getting immediate responses to our requests for service.</p>

Respondent	Louder Design	Louder Design	SharePoint 360	SharePoint 360	Vision Internet	Vision Internet	Vision Internet
<p>ATTACHMENT</p> <p>Did they exceed their proposal cost?</p>	<p>Yes, I spent years trying to develop our site to what it is today and other companies charged less and I saw it in their work. You get what you pay for.</p>	No	No. Overall SP360 has been very accurate with regards to cost estimates.	No, we agreed to a not to exceed amount. The City did a lot of the work in-house to stay within budget.	We selected some new components which added a minor change in price.	No	No
<p>If so, by how much?</p>	N/A	N/A	N/A	We stayed within budget, but far exceeded the hours of staff time that we had planned for the building of the site.	N/A	N/A	N/A
<p>If applicable, do you feel the exceeded costs were justified?</p>	N/A	N/A	N/A	<p>The extra staff time was due to a lack of experience by both parties-the City and SP360. The City required the migration of all the content and pages from the old site to the new site. However, this process wasted many billable hours and ended up not being worth it since the pages had to be rebuilt from scratch. It was sort of a learning process for both parties since I believe we were one of the first Government public facing websites that SP360 had deployed. All in all, the City is generally pleased with the website and the web hosting service that SP360 continues to provide. It is easy to use and manage, especially since SP360 provides hosting and maintenance of the site.</p>	N/A	N/A	N/A



Tab 14

June 1, 2011
Website Re-design Evaluators Meeting

Agenda:

Pass out the following

- Evaluations scores
- Evaluators comments
- Proposer references
- Evaluation member statement

Consensus on short list for June 9, interviews.

- Any problems with the short list = any outstanding weaknesses and/or strengths.
- Interview questions (Any specific questions for a proposer please provide me with a list.)
- Evaluation Form(s)
- Interview letters
- Listening skills

Panel requirements



Tab 15

CITY OF COSTA MESA / WEBSITE RE-DESIGN INTERVIEW QUESTIONS

1. Grasp of the Project

- a. Describe your understanding of the City's website re-design project.
- b. Describe your understanding of the key partners and agency partners within Costa Mesa and its relationship with them.
- c. To be successful, should the scope of the project be limited to the implementation of the City's RFP requirements? If not, what else should be included and why?

2. Approach and Work Plan

- a. Describe your approach and work plan for creating the city's website re-design including specific deliverables.
- b. What are the issues hosting the website on our servers? What are the issues hosting the website on your servers?
- c. Describe the City's responsibilities, requirements, supporting efforts needed in meeting your effort and delivery of end products.
- d. What is the normal support you provide to clients with similar contracts (i.e., technical support for implementation/integration and trouble shooting of website)? Is this reflected in your schedule of cost?
- e. Describe your support outside of our primary requirements & where is your data center?
- f. How will you comply with ADA guidelines and the level of security (physical and software)?
- g. What percent of your firm's recommendations have been adopted and successfully implemented with similar projects?
- h. Are you willing to be flexible with your schedule? If so, how will that affect your cost?

3. Qualifications and Experience

- a. Describe your firm's competence, technical support staff, and willingness to adjust to specific needs.
- b. Of contracts that you have been awarded in the past, what percent have stayed within the proposal cost? Briefly describe the reason(s) for cost deviation on other similar projects.
- c. Describe one or two engagements where your firm may have had difficulty and explain why. How was it resolved?
- d. Is any portion of this project sub-contracted out?
- e. In order to facilitate the financial responsibility, City of Costa Mesa will request and evaluate Dun & Bradstreet (D&B) business analysis report from the prospective firm. If the financial information available through D&B is not sufficient to complete

a satisfactory review will your firm offer to bring its latest completed comparative financial statement?

4. **Please describe your additional cost as it relates to page migration, hosting and any other items we need to be aware of.**



Tab 16

**Proposal Interview for the
Website Re-design**

June 9th 2011
City of Costa Mesa
1st Floor Conference Room 1A
Civic Center
77 Fair Drive
Costa Mesa, CA 92626

Active Network Neal Block Account Executive	9:00 AM – 9:45 AM
Civica Software Stuart Gregg VP Development & General Manager	10:00 AM – 10:45 AM
Americaneagle.com Joanna Morrissey Account Representative	1:00 PM – 1:45 PM
Vision Internet Tom Johnson Senior Account Executive	2:00 PM – 2:45PM

Panel Members

Dan Joyce, Legislative & Public Affairs Manager
Bill Lobdell, Communications
Dane Bora, Video Production Coordinator
Brenda Emrick, Fire Protection Specialist
Richard Kirkbride, Information Technology Manager
Lisa McPherson, Recreation Supervisor
Khahn Nguyen, Acting Development Service Director
Bryan Glass, Police Lieutenant
Beth Refakes

NOTE: Please do not contact any Panel Member prior to presentations

Facilitator

Richard Amadril
Marjorie Erickson
714-754-5227
ramadril@ci.costamesa.ca.us



Tab 17

ATTENTIVE LISTENING SKILLS

- Be motivated to listen
- If you must speak, ask questions.
- Be alert to nonverbal cues.
- Let them tell the story.
- Do not interrupt when they are speaking.
- Fight off distractions.
- Do not trust your memory. (We will have a recorder at these interviews)
- Listen with a goal in mind. (I.e. how well will I work with these people.)
- Look at them in the eye.
- React to the message, not the person.
- Don't get angry.
- Remember, it is impossible to listen and speak at the same time. Poor listeners tend to concentrate on what they have to say rather than on what their counterpart is saying, and they use their listening time preparing for their next turn to speak.
- Listening is not a passive role for this acquisition.



Tab 18

Preparation for Negotiation

Topics

- Functional Requirements
- Hardware Requirements
- Performance and Acceptance Testing
- Maintenance and Warranties
- Software Licensing
- Scope of Services
- Pricing Metrics
- Payment Schedule
- Term and Termination
- Dispute Resolution
- Liability and Remedies
- Leasing alternatives
- Financial Strength

Ideal Outcome:

What are the most important things to come from negotiations?

Information Sources

Known

- Proposal
- Contract
- D&B Business Report
- Financial Statements
- References
- Evaluations and comments

Unknown

- Compensation
- Profit Margin

Individual or Team Negotiations

- Dan Joyce-Team Captain
 - Determines walk-away
 - Determines acceptance of alternatives and/or options
 - Request legal review for finalization
- Roles & Responsibilities of each team members

Options or Alternatives

- One time/ future negotiations
- Third party vendors

Best Alternative To a Negotiated Agreement

- Consider what to do if we walk-away
- Things to do to gain cooperation
- Mediator

Agenda

- Opening the Negotiations & Preparation of Agenda
- Notes

Location

- Here, there, mutual agreed location, conference call(s) or written



Tab 19



Tab 20