

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



RFP Circulation Date:
6/1/2010

Proposal Submission Deadline:
6/30/2010

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I. GENERAL INFORMATION

The City of Oceanside is a beachfront community located in northern San Diego County between San Diego and Los Angeles. The City of Oceanside is a full service city incorporated in 1888. The City is comprised of approximately 42 square miles with a Council/Manager form of government and it services approximately 180,000 residents.

II. PROJECT OVERVIEW

The City of Oceanside 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.oceanside.ca.us. The current website contains general City information including separate pages/sections for City departments, City Services, Community, specific events and functions.

Inquiries regarding this Request for Proposal shall be directed to:

Sandra Djordjevich, Application Analyst
300 North Coast Highway,
Oceanside, CA 92054
sdjordjevich@ci.oceanside.ca.us

All questions must be submitted in writing or email by no later than 6/15/2010. The City will respond to submitted questions. The questions and the answers will be sent to all participating vendors. The questions and the answers to the submitted questions will be posted on the City's existing website. The City of Oceanside will not respond to phone calls.

Please submit an original plus eight (8) copies of the proposal to:

City of Oceanside
Attn: Sandra Djordjevich
300 North Coast Hwy.
Oceanside, CA 92054

**Proposals must be received at the office no later than
5:00 P.M. on June 30, 2010**

No late proposals will be accepted.

III. SCOPE OF PROJECT

The City of Oceanside 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.

Respondents are encouraged to contact the City with any questions or concerns.

Website Requirements

Current City's website was developed "in-house" five 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 is 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 (utilities payments, 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 agendas, minutes, press releases, newsletters, council meeting videos, etc. preferably in PDF/HTML format.
- 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 departments / 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

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
- I. Site security administration through Microsoft Active Directory is preferred.
- m. The proposal should include an option and/or a predefined existing application to design and produce the City's local government magazine. A sample of the format and content of the City's existing on-line magazine is available through the following link: <http://www.oceansidemagazine.com/>
- n. 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.
- o. The proposal must include basic training for a minimum of 25 employees, training plan and timeline.
- p. The use of sub-contractors on the project is not allowed, unless the inclusion of a sub-contractor is disclosed and approved in advance.

IV. SPECIAL PROVISIONS

The City of Oceanside 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.

V. CITY OF OCEANSIDE TECHNICAL INFORMATION

The City of Oceanside website is currently running on Windows 2003 Standard, IIS 6 and it is Hyper-V (Virtual) guest. The SQL server is running on a separate server and it is SQL 2000.

Technical Questions may be addressed to:
Sandra Djordjevich, Application Analyst
300 North Coast Highway,
Oceanside, CA 92054
760-435-3825
sdjordjevich@ci.oceanside.ca.us

VI. SUBMISSION REQUIREMENTS

This section provides instruction to respondents relating to proposal submissions:

1. The title page of the proposal must contain the company's name, address, telephone number, e-mail address and fax number of the principal contact.
2. The proposal must contain a table of contents.
3. Provide an executive summary of the project approach, major objectives, and milestones.
4. Proposals must provide an accurate detailed description of the proposed services.
5. Provide a complete description of how service delivery will be accomplished.
6. Provide an outline of costs associated with the design of the website, for each category identified in this RFP.
7. Provide a project timeline based on the criteria outlined in this document.
8. Provide a description of the company's experience and abilities.

9. Provide a list of references including a contact person's name, phone number and email address.
10. The proposal must include resumes of all principals involved in the project, and their roles and responsibilities for the proposed project.
11. The proposal must include specific company related information. Refer to Exhibit A for the required company information. All information must be valid through the duration of the Agreement.
12. The proposal should include requested software/hardware information, integration information, cost associated with the design and implementation of the new website and any other related project information.
13. The proposal must provide a complete design, and implementation strategy including the need of any subcontracted services required to fulfill the proposal requirements.
14. If any portion of the project is not included in the proposal, it must be clearly stated.
15. The proposal must include an estimated project timeline for each phase of the project. The timeline must be as realistic as possible. The timeline will become included in the contractual agreement.
16. A detailed scope of work is required. The scope of work must include all necessary tasks to effectively meet the projects requirements for all phases of the project.
17. The method and steps associated with the process of obtaining all of the required information to complete the project, including assistance expected from the City should be clearly outlined.
18. Provide a comprehensive list of website design and implementation experience. The list should include the number of years of experience, comparable municipality and government agency websites designed by the company. Include website addresses, agency/company name and contact person. The contact person's work address, work phone number, e-mail address and hard copies of the website home pages. The listed company's will be contacted for reference information.
19. A section of the proposal must provide information on relevant website development experience, and the company's ability to meet the project requirements.

20. The proposal must clearly state the total project cost, as well as individual line item costs for hardware, components, design, etc. All hourly rates and fees, reimbursable costs, etc must be clearly outlined:
- i. Internet website redesign
 - ii. Content conversion cost
 - iii. Ongoing content update cost
21. Final proposals must be received no later than 5:00 P.M. on June 30, 2010, at the listed address:
- City of Oceanside
Attn: Sandra Djordjevich
300 North Coast Hwy.
Oceanside, CA 92054
22. Questions regarding this solicitation must be submitted in writing to:
- City of Oceanside
Attn: Sandra Djordjevich
300 North Coast Hwy.
Oceanside, CA 92054
23. Respondents must provide eight (8) bound copies and one (1) unbound copy of the proposal.
24. Respondents are cautioned that any oral statements made that materially change any portion of this solicitation are not valid, unless subsequently ratified by a formal written amendment to this RFP. No technical questions that may materially change any portion of this solicitation will be accepted during the five business days prior to the date and time established for the receipt of the proposals.

VII. PROPOSAL EVALUATION AND SELECTION REQUIREMENTS

This section defines the evaluation and selection criteria:

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

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

VIII. RETENTION OF PROPOSALS

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

IX. ACKNOWLEDGEMENT OF AMENDMENTS

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

X. FINAL SELECTION REQUIREMENTS

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

XI. ADDITIONAL INFORMATION

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

(Government Code Sec. 6250 et seq.), unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

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

XII. SAMPLE PROFESSIONAL SERVICES AGREEMENT

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

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

XIII. SERVICES REQUIRED AFTER SELECTION

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

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

XIV. CONTRACT COMMENCEMENT AND COMPLETION

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

Tentative Project Milestone Timeline:

June 30, 2010	Proposals Due
July 22, 2010	Interviews with Top Three Responders
August, 16, 2010	Final Selection
September 15, 2010	Contract Approved
October 1, 2010	Work Begins

EXHIBIT A

COMPANY INFORMATION

Company Information	
Please indicate the legal status of your business: _____ Sole Proprietor _____ Partnership _____ LLC _____ Corporation, and in what state were you incorporated? _____. If other than California, are you qualified to do business in California? _____(y/n). _____ 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 OCEANSIDE - PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, dated _____, 20__ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, 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 Oceanside City Business License to the Chief Information Officer.

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

7.0 **LIABILITY INSURANCE.**

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

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

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

Automobile Liability Insurance \$ 1,000,000

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

- 7.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 7.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside 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 Oceanside
Chief Information Officer
300 North Coast Highway
Oceanside, 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 OCEANSIDE

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.