



CITY OF FONTANA

CALIFORNIA

REQUEST FOR PROPOSALS

FOR

***Redesigning the City's Websites and
Implement a Content Management
System***

SP-354-IT-08

SUBMISSION DEADLINE:

Thursday, July 17, 2008, 2:00 PM (PT)

SUBMIT PROPOSAL TO:

***City of Fontana
Office of the City Clerk
8353 Sierra Avenue
Fontana, CA 92335***

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1. Instructions To Vendors

This section will provide necessary information for vendors to qualify as legally "responsive" to this Request for Proposals (RFP). This section should be studied carefully before attempting to respond so that proposals are not rejected on a minor technicality that could have been avoided.

1.1 NOTICE INVITING PROPOSALS

Notice is hereby given that the City Council of the City of Fontana (Fontana) of San Bernardino will receive proposals for Website Redesign and Content Management System until 2:00 PM (PT), Thursday, July 17, 2008, at Fontana's City Clerk's Office, 8353 Sierra Ave., Fontana, CA 92335 as per the specifications on file in the City Clerk's Office. Detailed information and scope of services may be obtained from the Purchasing Office, 8353 Sierra Avenue, Fontana, California, contact Sid Lambert at (909) 350-7678 or slambert@fontana.org or on the City's website at www.fontanapurchasing.org. Copies of this document including the scope of services, proposal forms and contract documents are hereby referred to and incorporated herein, and made a part hereof by reference and all proposals must strictly comply therewith. All proposals must be on forms furnished by the City, sealed and clearly identify the proposal number, vendor name, and address. Late submitted proposals shall not be considered for review. Questions regarding the completion of the forms or technical aspects of the RFP may be directed to the Information Technology Department to Dennis Vlasich, IT Director (909-350-6676) or Cathie Scanlon, Business Analyst (909-350-6690) or to ITRFP@fontana.org.

The City of Fontana reserves the right to reject any and all proposals and to waive minor irregularities, to accept any proposal or portion thereof, and to take all proposals under advisement for a period of ninety (90) days.

City of Fontana hereby notifies all proposing firms that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for the award.

A web-based Vendor's Conference will be held at 10:30 PDT, Wednesday, June 18, 2008. Vendors who attend the Conference will receive information about the RFP process and instructions as to how to complete the RFP Response Forms. Proposal will be received and opened at 2:00 PM PDT on Thursday, July 17, 2008 in the City Clerk's Office.

Interpretations and/or clarifications shall not be binding on Vendors unless repeated in writing and distributed as an addendum.

1.2 PURPOSE

The City of Fontana is soliciting proposals for a hosted website solution including a complete redesign of the City's website and a system to allow more departmental control of content by non-technical staff. There are four deliverables to this RFP:

- Departmental Needs Analysis and Report
- Prototype presentation (3 different models)
- Conversion of the City's existing website, www.fontana.org and its various subsites including www.fontanabusiness.org, www.fontanahousingauthority.org, and www.fontanapd.org.
- Implementation and deployment (including process consulting and end-user training) of a Content Management System to maintain the website developed.

Though the City is looking for a hosted service, we wish to retain creative control after the initial conversion and, through both the CMS and by direct (secured) access to pages, be able to add, modify, or delete pages without additional charges from the hosting vendor. Of course, the City would also want to have the option to contract with the vendor to make these changes for a quoted fee as well.

This project is currently regarded as an interim solution that may become our long term web solution or we may transition to an in-house website in approximately 3 to 5 years. Our current direction is to implement Microsoft's Office SharePoint Server (MOSS) 2007 within that timeframe and porting the website to that platform and use its tools as the Content Management System from that point forward is certainly a consideration, but not a commitment. Nonetheless, if the proposed CMS can be ported to a premise-based platform, pricing for the installation and license and maintenance fees for the premise-based solution should also be provided in the event the City chooses to keep the awarded platform and CMS for the City's in-house solution.

The detailed functional and technical specifications are contained in Section 4 of this RFP.

1.3 VENDOR'S EXAMINATION

Before submitting a proposal, the Vendor shall carefully examine the scope of services and other contract documents, and ensure that he/she has a clear understanding of the requirements of the contract work regarding the performance of work.

By submitting a response, the applicant represents that it has thoroughly examined and become familiar with the contents of the solicitation and conditions of the standard City contract documents, and that it is capable of performing quality work to achieve the City of Fontana's objectives.

1.4 INTERPRETATION OF REQUEST FOR PROPOSAL AND DOCUMENTS

If any person contemplates submission of a proposal for the proposed contract and is in doubt as to the true meaning of any part of the scope of services, or other proposed contract documents, or finds discrepancies in, or omissions from the proposal, he/she may submit to the Purchasing Office a written request for an

interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Purchasing Office will not be responsible for any other explanation or interpretations of the proposed documents.

1.5 ADDENDA

All Vendors are advised to the possibility of issuance of addenda affecting the items, scope or quantity of the work required for this project. Each Vendor shall be fully responsible for informing himself as to whether or not any such addenda have been issued. The effect of all addenda to the Contract Documents shall be considered in the proposal, and said addenda shall be made a part of the contract documents and shall be returned with them. Failure to cover in his proposal any such addenda issued may render his proposal irregular and may result in its rejection by the City.

1.6 NOTICE TO VENDORS

The Vendors shall be considered based on the best overall value to the City. The City Council shall decide in its sole and absolute discretion whether to enter into a contract at all, even if there are one or more qualified Vendors. **The City shall not be limited to awarding to the lowest responsive Vendor, but instead shall be entitled to negotiate for the best overall value to the City following the Evaluation and Award process described herein.** The City staff may, but is not obligated to, conduct interviews with Vendors.

The City may automatically disqualify as non-responsive any proposal that does not meet the terms and conditions set forth in these "Instructions to Vendors."

1.7 IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

1.8 COMPETENCY OF VENDOR

No proposal will be accepted from or contract awarded to a Vendor who is not licensed in accordance with the law, who does not hold a license qualifying him to perform work under this contract, to whom a proposal form has not been provided and who has not successfully performed on projects of similar character and scope. The Vendor may be required, before the award of any contract, to show, to the complete satisfaction of the City, that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner. Generally, contractor history and references are required at a minimum. The City may make reasonable investigations deemed necessary and

proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the City all information requested for this purpose.

1.9 PARTIAL RFP RESPONSES

For vendors responding to parts of this RFP and not all sections, identification of the necessary interfaces to other related systems should be discussed and necessary requirements outlined. Vendors may be required to demonstrate connectivity or compatibility with other potentially successful vendors prior to award and costs for all necessary hardware, software, and labor must be proposed as a "not to exceed" price. The intent of a "partial response" is to present a complete solution to a part of the RFP. This means that if there are multiple vendors involved in delivering the whole solution, they must submit as Prime/Sub-contractor or as Joint Proposals as explained below.

1.10 JOINT PROPOSALS

Fontana desires a single source supplier for all RFP items. However, where compatibility or connectivity are relevant, it is expected and required that the vendor will guarantee the interface with whatever subsystems are implemented for the included specifications. In the event that a group of vendors together submits a single proposal for providing the hardware, software, implementation, and support specified herein, said Vendors must cross-reference all cooperating vendors and specify the "Primary Vendor" who will be responsible for the delivery, installation, and support of all proposed items. In the event that several individual vendors submit individual proposals for various parts of the whole system, said Vendors must cross-reference all cooperating vendors and specify the "Primary Vendor" who will be responsible for the delivery, installation, and support of all proposed items. All software subsystems proposed must be provided by cooperating vendors with a designated Primary Vendor. It is the Primary Vendor who must coordinate all contractual issues and bonding. All contracts relating to purchase and support must identify and specify the relationship between all involved vendors.

1.11 REQUIRED FORMS AND CERTIFICATES

1.11.1 Designation of Subcontractors [RF0]

There is a place in the response form RF0 – Designation of Names where all forms of cooperating vendors (subcontractors, joint vendors, etc.) are identified.

1.11.2 Acknowledgement Of Indemnification And Insurance Requirements [RF1]

There are certain indemnifications and insurance provisions which must be included in the final agreement(s) with the City and this form simply acknowledges that the vendor has read and understands these requirements.

1.11.3 Non-Collusion Affidavits [RF1]

Affidavits are required to be completed by the VENDOR and by all Sub-Contractors declaring that the proposal is in all respects fair and without collusion or fraud.

1.11.4 Affidavit Of Confidentiality And Indemnification Agreement [RF1]

Vendors may designate selected portions of their proposal not on the supplied Microsoft EXCEL response forms as confidential, such as financial statements and proprietary information not publicly disclosed about their products. Any portion of the proposal which is to be held confidential should be included in separate document and clearly marked as such. Items such as the price offering may not be designated as confidential. The final decision as to any materials that will be held confidential will be made by the City Clerk. However, if a claim to release the confidential portion is made under the California Public Records Act, the City will notify the vendor of such a claim but will not defend the vendor's rights to privacy.

1.12 BONDS

The following bonds, if applicable, are required:

1.12.1 PERFORMANCE PAYMENT /PROJECT BOND

A Performance Bond is not required if the successful Vendor(s) agrees to the terms substantially consistent with the Acceptance and Payment provisions as described in section 3.6 DELIVERY, ACCEPTANCE AND PAYMENT, and provides a Project Bond for all subsystems NOT completed (called Projects) prior to the close of the Acceptance Period. If at the close of the acceptance period, there are undelivered projects or projects not completed, vendors will be required to provide performance bonds only for items not accepted. A Project Bond is defined as a cashier's check made payable to the City of Fontana for an amount, as determined by the City, equivalent to the value of the uncompleted item or component. As each project is completed, the Bond (or check) may be reduced to the amount of the uncompleted balance of Projects after the Project has been through a 30 day Acceptance Period for testing.

1.12.2 LABOR AND MATERIALS PAYMENT BOND

VENDOR, at its sole expense, at the time of execution of the Contract, shall deposit with the City a Labor and Materials Payment Bond issued by a surety acceptable to the City and naming the City as the sole beneficiary of an amount equal to fifty percent (50%) of this Contract's total price in the event VENDOR fails to pay its employees, Sub-Contractors, materialmen, or others supplying VENDOR with labor or materials under this Contract. Said bond shall also require such surety to defend the City against any claims or causes of action arising out of VENDOR's said failure to pay, whether such claims or actions are instituted before administrative, quasi-judicial, or judicial bodies.

1.13 CONFIDENTIALITY

Any portion of the Vendor's proposal that is considered by that Vendor to be confidential or of proprietary value to said Vendor must be stamped "Confidential" or "Proprietary" in order to not be placed in the public domain and available for review by interested parties after final contract signing and award. VENDORS MAY NOT LABEL THE ENTIRE PROPOSAL AS CONFIDENTIAL. TO DO SO MAY DISQUALIFY THE VENDOR FROM CONSIDERATION. Fontana cannot guarantee the security of any materials submitted in response to this RFP, but will every reasonable effort to instruct its employees to keep such information confidential. Responses on any of the RFP Response Forms, except portions of RF2, may not be designated as confidential.

Under the California Public Records Act, a request for any City documents may be made to the City Clerk. If such a request is made for any information marked as 'Confidential', the City will notify the Vendor of such a request so that they may take legal action, at its own cost, to protect such information. The City will not protect such information from any such legitimate request and will comply with the laws of the State of California and the government of the United States.

1.14 PROPOSAL FORMAT

Vendors shall use the forms provided in the RFP Response Form Packet. The use of other forms may be cause for rejection of proposals. **Three (3) paper copies** of the proposal are required in addition to an electronic copy as described below. All copies should be labeled as follows:

- Copy 1: ORIGINAL
- Copy 2: City of Fontana
- Copy 3: EVALUATION

Include in Copy 1 all originals, but insure that additional copies include all exhibits. The proposal should be submitted in three-ring, loose-leaf binder form. All RFP Response Forms are pre-punched to facilitate that format. Vendors are also required to submit the RFP Response Forms, in the electronic format provided, with Copy 3.

The forms in the RFP Response Form Packet that are provided in EXCEL format shall be submitted in both hard copy (printed) and electronically (in MS EXCEL) on a clearly labeled CD or flash drive. Supplemental narratives may also be included but must also be in hard copy (printed) form as well as electronically (either PDF/Adobe or MS WORD). All manually entered data shall be clearly and legibly written, preferably typewritten, except for signatures. Signatures must be made in the appropriate spaces in compliance with legal requirements. Changes or erasures must be initialed by the individual signing the proposal. All blank spaces provided must have entries. **All price information must be submitted in the Price Form (RF4). Prices included in narratives or supplemental materials will not be considered for evaluation purposes.**

Submittal must be in both printed and electronic form. EXCEL forms shall be submitted on CD or flash drive in EXCEL format.

1.15 PROPOSAL DELIVERY

All copies of the proposal shall be submitted in response to this solicitation and may be mailed or delivered by messenger. However, it is the proponent's responsibility alone to ensure delivery of the proposal to the hands of the City Clerk's Office or designated official prior to the proposal-opening hour stipulated in the "Request for Proposals." Late submittals will not be considered. Fax submittals will not be accepted. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, **City Website Redesign/CMS RFP, SP-354-IT-08**. The check or Bid Bond required shall be given as a guarantee that the successful Vendor will enter

into an acceptable contract substantially consistent with the terms and conditions included in the Legal Specifications described in Section 3 and supporting documents. The check or Bid Bond is also given as a guarantee that the statements and information contained in the proposal are true and correct and that the Vendor will negotiate in good faith on the basis of the submitted proposal.

1.16 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the proponent. Such requests must be delivered to the Purchasing Office or the Division's designated official prior to the proposal-opening hour stipulated in the "Request for Proposals". The withdrawal of a proposal will not prejudice the right of the proponent to submit a new proposal; providing there is time to do so.

1.17 PROPOSAL EXPENSES

The City shall not be liable to pay any cost incurred by any firm or persons in submitting a proposal in response to this solicitation.

1.18 CONTRACT PERIOD

Contract period shall be for three years with an annual option for termination for non-budgetable funds. In the event the City exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period, unless otherwise mutually agreed to in writing by both parties. Rates will be held for the duration of this contract. Any changes or additions to the listed rates are at the discretion of the City.

1.19 LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to proposals for contracts of this nature whether the same are expressly referred to herein or not. Any proponent submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in scope of services, contract documents, and to full compliance therewith.

1.20 VENDOR CONDUCT

During the RFP Window (from release of this RFP to final award), Vendors are not permitted to contact any Fontana employees or members of the City Council unless at the request of Fontana's designated contact person, Dennis Vlasich, Technology Services Director. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

1.21 QUESTIONS REGARDING THIS RFP

Questions and comments regarding this solicitation must be submitted in writing, either by mail, email or facsimile to Purchasing Office's designated official, no later than seven (7) days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the

questions or comments. Answers, if any, made by the City will be sent in writing to all known proposal holders.

Vendors should hold their initial questions regarding this RFP until the web-based Vendor Pre-proposal Conference, Wednesday, June 18, 2008, at 10:30 PDT, at which time the RFP Response Form Packet will be thoroughly explained.

After the Vendor's Conference, questions regarding the RFP process should be directed to Dennis Vlasich, Information Technology Director, at 909-350-6676.

1.22 TECHNICAL QUESTIONS

Technical questions that are not answered in the Vendor Conference should be directed to Cathie Scanlon, at 909-350-6690 also **after** the Vendor's Conference.

1.23 CONTRACT DOCUMENTS

Certain contract language acceptable to Fontana for the purchase of all items specified in this RFP is detailed in Section 3.0 and the Appendixes related thereto. No terms or conditions can be added or changed by Vendors after the proposals are received by Fontana. Attempts to change the terms or conditions specified after the proposals are received by Fontana may cause a proposal to be rejected as non-responsive.

There may be one or two of the following contracts emanating from this RFP, but the relevant terms and conditions from which negotiations will take place are in Appendix A and in Section 3 herein:

1.23.1 Professional Services Agreement

This agreement will cover the services provided under this agreement including technical support, configuration, installation and training. Appendix A contains the standard language required by the City for these kinds of services.

1.23.2 Service Level Agreement

For hosted services, elements of all of the above will apply so they will be negotiated into the final agreement(s).

1.24 LICENSES, PERMITS AND APPROVALS

The selected proponent must comply with all City, County and State standards and must, at the time it makes a proposal to the City and throughout the time that the proponent provides services to the City, possess all other permits, licenses or approvals required by the City or any County, State or Federal agency to operate its business. The proponent shall identify in its proposal the location from which it will provide services to the City. The proponent must have, at the time it commences work, a valid current Business License with the City of Fontana.

1.25 EVALUATION

Fontana Evaluation Committee will review proposals and determine those that are responsive. Of those that are responsive, the Committee will request one, two or all

three of the lowest cost responsible Vendors to provide site visitations of similarly configured installed sites in California public agencies. The Evaluation Criteria include, but are not limited to, the following:

(i) Responsiveness -

- Compliance with Required Forms and Certificates.
- Adherence to the RFP Response Forms and format.
- Acceptance of Fontana's legal specifications (as specified in Section 3.0 and Appendix A).

(ii) Responsibility -

- The ability to provide sufficient public sector references that can demonstrate organizational and fiscal similarity to Fontana with a functionally similar configuration to that proposed.
[REFERENCABILITY]
- Vendor's accessibility to the City [LOCATION].
- Vendor's experience (both as a company and the particular individuals involved) with the systems and/or services proposed
[EXPERIENCE].
- Vendor's commitment to the product lines and the market
[COMMITMENT].
- Vendor's resources that demonstrate adequate financial and resource capacity to perform the tasks as proposed [CAPACITY].
- The synergy of relationship between the various vendors in a multi-vendor proposal. [SYNERGY]

(iii) Cost -

- Initial (first year) price and comprehensiveness of the proposed subsystems.
- Five year total cost (without inflation adjustment) for the system operation for the proposed subsystems.
- On-going costs per annualize prices submitted in RF4 for the first 5 year with the proposed Escalation % applied.
- Total points scored against the proposed subsystems Technical Specifications as proposed in the Feature/Function Checklists (RFP Response Form RF4a).

1.26 VENDOR DEMONSTRATIONS

Reference site visitations of references lists in the RFP Response Forms may be requested at any time during the RFP Window. Fontana will provide transportation for the Evaluation Team to and from the site and will pay for meals.

Following reference site visits, finalist vendors will be asked to make an on-site, scripted demonstration of the key elements of their proposal in front of the entire Evaluation Committee and other interested Fontana employees. Vendors should be prepared to answer specific and detailed technical questions which may have arisen from the reference site visit and demonstrate some or all of the features responded to in RF4a, the Feature/Function Checklist.

1.27 COST OF PROPOSAL DEVELOPMENT

Fontana disclaims any financial responsibility for any costs incurred by the Vendor in responding to this RFP, whether or not it is the successful Vendor, including the costs for bonding, legal costs for any reason, visitation costs pursuant to paragraph 1.18, reproduction, postage and mailing, and the like.

1.28 RFP INTERPRETATION AND ADDENDA

Any changes, clarifications, or other interpretations regarding this RFP will be sent by Fontana to each Vendor who has attended the Vendor Conference or requesting an RFP Response Form Packet in writing in lieu of attendance at that conference. These Addenda will become part of the RFP and will be included by reference in the final contracts between the Vendor(s) and Fontana.

1.29 SECONDARY DISCLOSURE

During the evaluation process, vendors will be evaluated for Responsiveness, Responsibility, and Value as described in EVALUATION. At any time during this process, Fontana may request a Secondary Disclosure of all vendors who have not been disqualified (as non-Responsive or not Responsible) to submit price and product responses to revised specifications on Fontana supplied forms. Additional clarifications not involving either price or product changes may be requested specifically of each vendor at any time.

1.30 FINAL CONTRACT

The following documents are considered part of the final agreement, in order of precedence:

1. The final service level agreements between Fontana and the Vendor(s);
2. All schedules, custom programming project descriptions, implementation plans, supplemental product descriptions, price lists, discount structures, etc. developed during the proposal evaluation phase for inclusion in the final agreement;

3. The awarded Vendor's proposal in total, including all attachments;
4. This RFP as originally released, with Appendixes, and any addenda released prior to proposal opening;
5. RFP Response Form Packet as released at and after the Vendor Conference and any addenda released prior to proposal opening; and

1.31 TIMELINE

The anticipated timeline, subject to change, for the complete process is as follows:

- RFP Release - Response Window Opens June 10, 2008
- Proposals Due - Response Window Closes July 17, 2008
- Objective analysis (Responsible/Responsive/Price-per-Point) August 2008
- Site visitations and/or detailed reference checks September 2008
- Finalists selected October 2008
- Scripted demo at City October 2008
- Preferred vendor selected, contract negotiations November 2008
- Project Kickoff December 2008

2. City Profile

This section will describe the relevant demographic and technical information about the City of Fontana which will be needed to properly prepare and scope a proposal response.

2.1 City Overview

The City of Fontana is located 50 miles east of Los Angeles and 50 miles north of the heart of Orange County. Fontana is just 10 miles west of the cities of San Bernardino and Riverside. The Riverside-San Bernardino area is often referred to as Southern California's "Inland Empire."

Fontana is one fastest growing cities in Southern California and is one of the top growing Cities in the United States. The city has an estimated population of 182,000 and encompasses approximately 36 square miles. The city has over 550 employees.

2.1.1 Web Site Information

- The current web site contains about 3.5 GB of data composed of approximately 7,800 files, of which 200 files are modified monthly and 150 new pages/files are added each month.
- There are 13 departments in the City, most of which use the web in some form. There is a wide variety of requirements because of the different constituencies the City is trying to reach, so while uniformity is the goal, there must be enough flexibility in design to accommodate the wide range of uses.
- Current site contains a little over 1900 mostly static HTML pages and about 215 ASP pages which display data from back end Microsoft Access databases. These are to be converted to Microsoft SQL Server 2005. There are 20 forms which are currently Adobe pdf format but are not interactive.
- Site links to recreation registration application – RecWare Safari
- Three departments have subsites with a different structure than the main City site – Fontana Housing and Business Development (<http://fontanabusiness.org>), Fontana Police Department (<http://www.fontana.org/police/index.htm>) and the Redevelopment Agency (http://www.fontana.org/main/redev_agency/default.asp). These sites will be incorporated into the new site.
- Several departments have forms on-line to accept information requests from citizens which are emailed to a staff member.

2.1.2 Web site operational statistics for fontana.org and sub-sites:

- Average Sessions per month: 94,130
- Average Pageviews per month: 362,473

- Average Hits per month: 1,203,086
- Average Bytes Transferred per month: 36.99 GB

2.1.3 Existing development environment

- Fontana is currently using the Macromedia/Adobe Dreamweaver for most of its web development. Web site publishing is handled by Microsoft FrontPage or SmartFTP. FrontPage server extensions are utilized for database connectivity and form functions.
- Microsoft Access database connections are currently used for two division applications – Purchasing (http://www.fontana.org/main/mgmt_serv/purchasing/bids_list.asp) and Business License (http://www.fontana.org/main/mgmt_serv/business_serv/business_lic/business_lic_list.asp). The Purchasing pages will be moved to a different application.

2.1.4 Hardware Environment

The City of Fontana's web sites are currently hosted by AT&T through a managed hosting service.

3. Legal Specifications

This section will describe relevant legal requirements to be contained in the final agreement negotiated with the successful Vendor. A complete list of City-preferred contract terms and conditions is included in Appendix A. RFP Response Form RF3 contains a checklist of the paragraphs listed here and in Appendix A. Vendors may accept, reject, or propose alternate language for the identified clauses, but if the final agreement will be a modification of the vendor's contract template(s), they must indicate what paragraph or reference number each of the clauses on the RF3 list appears in that template.

3.1 PARTICIPATION CLAUSE

The City desires that other Municipalities, School Districts, and other Tax Exempt Districts requiring substantially similar systems or services, may at their option purchase from this agreement resulting from this proposal for an administration fee to the City. Upon notice, in writing, the proponent agrees to the extension of the terms of a resultant agreement with such Governmental bodies as though they have been expressly identified in this agreement, with the provision that the Governmental body shall make purchases and payment directly through the proponent. The City will not be liable for any such purchase made between the Contractor and another Governmental body who avail them of this agreement.

3.2 WORKMAN'S COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with the section and Section 1861 of the State Labor Code, the consultant shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to City of Fontana along with the other required contract documents, prior to performing any services. Reimbursement for this requirement shall be considered as included in the various items of services.

3.3 INSURANCE

Prior to the commencement of any services hereunder, proponent shall provide to the City certificates of insurance with the City named as additional insured. Such policies shall be subject to approval by the City and shall require thirty days notice to the City before any cancellation. Failure to furnish such evidence, if required, may be considered default of the proponent.

- (i) Worker's Compensation Insurance covering all employees and principals of the proponent, in a minimum amount of \$1 million per accident, and meeting the laws of the State of California;
- (ii) Commercial General Liability Insurance covering third party liability risks; including without limitation contractual liability, in a minimum amount of \$1

million per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit;

- (iii) Commercial Auto Liability and Property Insurance covering "any auto" with a minimum amount of \$1 million combined single limit per accident for bodily injury and property damage.
- (iv) Professional Liability/Error and Omissions Insurance – Vendor shall procure and maintain, and require its sub-Service Providers to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.4 FORCE MAJEURE

The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strikes, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

3.5 LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality of each craft, classification or type of workman needed to execute the contract from the Director of the Department of Industrial Relations. These rates are on file with the CITY, and copies will be made available to any interested party on request.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The proponent and all subcontractors shall comply with the provisions of Section 1774 of the Labor Code and other statutes relating to prevailing wage, benefits, overtime and so forth. Failure to comply with the subject section will subject the proponent to penalty and forfeiture of provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate include employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work.

The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The City will not recognize any claim for additional compensation because of the payment by the proponent of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the proponent in determining his proposal, and will not under any circumstances be considered as the basis of a claim against the CITY of the contract.

The proponent and subcontractors shall comply with Section 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age (of such employees, except as provided in Section 3077.

Pursuant to Public Contract Code Section 6109, contractors or subcontractors who are ineligible to perform work on a public works project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code shall not be allowed to perform any portion of the work contemplated herein. Any subcontract between the proponent and a debarred subcontractor shall be void as a matter of law, and the debarred subcontractor shall not receive any payment for performing such work,. Any public money that has been paid to the debarred subcontractor on the project shall be returned to the Owner. The proponent shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

3.6 DELIVERY, ACCEPTANCE AND PAYMENT

As stated in 1.2, Fontana reserves the right to award any combination of proposed elements based upon their evaluation of Vendor's proposals.

3.6.1 DELIVERY

Delivery of the proposed products and/or services shall be complete when all software modules or external network connections have been installed or are accessible from within the City network infrastructure and configured with appropriate City security and information and the Vendor notifies the City that it is ready for Acceptance Testing. All software shall be delivered electronically and transferred to an appropriate backup medium, then validated.

3.6.2 ACCEPTANCE

The successful Vendor(s) shall deliver, configure, convert any relevant FONTANA data, and train the designated FONTANA System Manager(s) and one backup person to operate the basic components of the proposed systems prior to the beginning of the Acceptance Period. As part of the implementation plan, modules will be grouped into various Phases and sub-phases by mutual consent between the City and Vendor(s). Part of the Vendor's training plan must include preliminary training of City Power Users for the purpose of testing any new recommended processes and testing the functionality of the modules in the phase against the Vendor responses in the Feature/Function Checklist, RF4a. During the Acceptance

Period, which will be a minimum of thirty (30) days, FONTANA will test all delivered subsystems by executing any or all of the features contained in the Feature/Function Checklist. During this time, the Vendor should provide access (at no additional charge) to a qualified technician either on-site or via telephone and /or VPN to assist FONTANA in the testing of the applications. If any part of the awarded subsystems should fail (i.e. not perform according to the Vendor's Compliance score), FONTANA may designate that portion as a Project for delivery at a later date and covered by a Project Bond or cashier's check, request that the Acceptance Period be extended until the component(s) in question can be brought into compliance, or declare the system unacceptable and open discussions with the next ranking Vendor. In the event the Vendor is rejected during the Acceptance Testing, FONTANA will agree to pay only those delivery, installation, configuration, conversion, and training costs as specified in the Vendor's proposal. Costs for system removal, additional labor, insurance, etc. will not be paid by FONTANA.

3.6.3 PAYMENT

The payment schedule must be based on the following principles:

- No payment will be made until value accrues to FONTANA.
- Any payments made prior to Acceptance are refundable.
- There is an equitable distribution of financial risk between the Vendor(s) and FONTANA until all systems and application are in full productive use as proposed.

Given these parameters the following payment milestones are anticipated:

Event	Payment
Delivery of software/Services	25% of all proposed awarded fees (1 st year)
Commencement of Acceptance Test	50% of proposed setup/configuration fees
Successful Acceptant Test (by Phase)	Remainder of setup/configuration fees First year service fees 65 % of all proposed awarded fees.
30 days of productive use (without disruption)	20% (remainder) of proposed awarded fees.
Training, consulting, travel expenses	As completed and invoiced

The purpose for this schedule of payments is to ensure that the system is properly configured once all systems are in full productive use. The remedies for failure of any or all Reliability Tests will be determined by mutual agreement in the Final agreement between the vendor(s) and FONTANA prior to award.

3.7 TERMINATION

3.7.1 Termination for Default:

Contract may be terminated by the City, in whole or in part, whenever the City shall determine that the Contractor has failed to meet the requirement(s) of the Contract.

The City has the right to terminate for default if:

- (i) The Contractor fails to make delivery of acceptable supplies in an acceptable manner within the time specified in the resultant Contract; or
- (ii) The Contractor fails to satisfactorily perform any other term or condition of the resultant Contract: or
- (iii) The Contractor fails to make progress so as to endanger timely performance of the Contract.

Any termination for default shall be effected by written notice to the Contractor of the termination, specifying the acts or omissions of the Contractor constituting the default and the effective date of the termination.

The Contractor shall not be liable if the failure to perform the resultant Contract arises from causes beyond the control and without the fault or negligence of the Contractor. The Contractor will be liable for default of any subcontractor, regardless of tier. However, if the cause is beyond the control of both the Contractor and subcontractor and without the fault of either, the Contractor will not be liable for the failure to perform, unless the supplies could have been obtained from other sources in sufficient time for the Contractor to meet the required delivery schedule.

After termination for default, the City may acquire, under the terms and in the manner the General Services Agent considers appropriate, goods identical or similar to those required by the Contract, and the Contractor will be liable to the City for the cost of those goods in excess of the unexpended Contract amount.

Upon termination of the Contract, all finished or unfinished goods provided by the Contractor and not yet delivered, rendered, and accepted by the City shall, at the City's option, become the City's property. The City shall pay the Contractor fair and equitable compensation for satisfactory performance prior to delivery of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall pay the difference to the City promptly upon demand. The term "damages" as used in this paragraph includes, but is not limited to, attorney's fees.

If after termination it is found that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph "ii" below, entitled "Termination for Convenience."

The rights and remedies of the City described herein shall be in addition to any other rights and remedies provided by law or under any other provision of the Contract.

3.7.2 Termination for Convenience:

The Contract may be terminated by the City, in whole or in part, whenever, the Purchasing Agent determines, in his sole discretion, that it is in the City's best interests. Any such termination shall be effected by a written notice of termination to the Contractor specifying the extent to which the Contract is terminated and the effective date of the termination.

- (i) After receipt of a notice of termination, and except as otherwise directed, the Contractor shall:
 - a. Stop all performance on the date indicated and to the extent specified;
 - b. Place no further orders or subcontracts for materials, except as necessary for the completion of such portion(s) of the Contract not terminated;
 - c. Terminate any and all subcontractors' agreements and with the approval of the City, settle all outstanding liabilities and termination settlement bid arising from the termination of subcontracts;
 - d. If directed by the City, transfer title and deliver to the City the Contractor's Work in Process, finished goods and other material produced or acquired, including any completed or partially completed plans, drawings, information and other property that, if the Contract had not been terminated, would be required to be furnished to the City. If the City does not exercise this right, the Contractor shall use his best efforts to sell such goods and materials in accordance with the provisions of Commercial Code Section 2706;
 - e. Complete performance of any portion of the Contract not terminated;
 - f. Submit to the Purchasing Agent a termination claim in the form prescribed by the Purchasing Agent. The Contractor shall not be reimbursed for and waives any right to received anticipatory profits not earned up to the effective date of termination.
- (ii) The Contractor shall be entitled to recover the following costs in a termination for convenience:
 - a. The Contract price for completed goods accepted by the City but not previously paid for;
 - b. Costs already incurred in the performance of the portion of the Contract terminated;
 - c. The reasonable costs of settlement expenses for the portion of the Contract terminated; and

- d. d) The cost of settling and paying any termination settlement bids under terminated subcontracts that are properly chargeable to the terminated portion of the Contract.

(iii) In arriving at the amount due to the Contractor, the following shall be deducted:

- a. All unliquidated, advance or other payments to the Contractor under the terminated portion of the Contract; and
- b. Any claim which the City has against the Contractor under the Contract or any other contract.

3.7.3 Termination for Lack of Appropriation:

If funds are not appropriated or if funds are not otherwise made available to the City for continued performance of the Contract for any fiscal period covered by the Contract, the Contract shall be automatically terminated as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; however, this will not affect either the City's rights nor the Contractor's rights under any other termination provision in the Contract. The effect of a termination of the resultant Contract under this sub-paragraph "C" will be to discharge both the City and the Contractor from future performance of the Contract, but not from their obligations existing at the time of termination. The Contractor shall be reimbursed for any non-recurring costs incurred but not amortized in the price of the goods delivered under the Contract.

3.8 HEALTH & SAFETY

The articles and or services covered by this proposal must be supplied and/or performed in compliance with safety orders of OSHA, CALOSHA, and/or NIOSHA where applicable.

3.9 DEFAULT

In case of default by the Contractor, the City of Fontana may procure the articles or service from other sources and may deduct from unpaid balance due Contractor, or may bill for excess costs so paid, and prices paid by the City of Fontana shall be considered the prevailing market prices paid at the time such purchase is made. Failure to comply with any of the terms and/or conditions of this contract shall constitute default by the Contractor.

4. Technical/Functional Specifications

This section will describe the technical and functional requirements for this RFP. It is supplemented by other documents which are included by reference including, but not limited to, RFP Response Form RF4a which is the Feature/Function Checklist with detailed descriptions of the system functionality for which the City is looking.

4.1 Project Support

As with any technology project, the integration of the technology into the City's existing environment is a critical aspect of the overall project scope. The City requires coordinated project oversight and a single point of contact (i.e. vendor project manager) with whom City project management can coordinate activities. The scope of such services should be commensurate with vendor experience with other similar projects and the quality and veracity of the proposal will weigh heavily in the qualification of the vendor in the "Responsibility" phase of the evaluation process.

4.1.0 Implementation

This section contains specifications and pricing for products and services that apply to the applications proposed for the Content Management section, but also cover some of the planning and project management related to the Website Redesign and hosting services. The Response Form RF4 for this section of specifications is in a slightly different format than the rest of the section to accommodate the anomalous entries.

A. Preliminary Training – Acceptance Testing

This would be the technical training of two reasonably technical City employees to navigate the system for the purpose of Acceptance Testing.

B. Monitoring and Support – Acceptance Testing

These services apply to the technical and functional support during the implementation cycle through Final acceptance and productive use of all system modules. This may also include an on-site technician to assist during Acceptance Testing and/or on-call technical support.

C. Data Conversion – Acceptance Testing

In order to adequately test the new web environment, current City web data needs to be converted to the new site so that the CMS can be tested in the simulated production environment just prior to go-live and cutover.

IMPLEMENTATION SUPPORT:

There are project –level services related to coordinating all aspects of installation, implementation, training, and deployment not related to a specific module or system.

D. Preliminary Planning – Project Support

These would be the on-site services necessary to gather information related to setting up the system table and parameter files and Finalize the project timeline and implementation schedule.

E. Project Management – Implementation Support

The City will provide project management for the City's resources as it relates to this project, but the vendor is expected to provide management of its own resources and liaison with the City's project manager to coordinate all activities as it relates to this project. Periodic status reports of all project tasks and activities must be provided.

F. Procedural Consulting – Project Support

These would be the services necessary to assist the City in reengineering their policies and procedures around the capabilities of the new system technologies so that the implementation of the system produces measurable productivity improvements. This would be in addition to the application-specific process reengineering specified elsewhere in this document.

STANDARD RATES:

These are fixed rates applied to various levels of staff resources and for travel expenses associated with on-site tasks.

G. Trip cost – Standard Rates

This should be the standard coach airfare with 7 day advance notice. Enter a description for the basis of the cost. Since airfares fluctuate so much, actual airfare for 7 day advance notice fare will be allowed at the time of travel. These costs will be used as estimates for price comparisons between vendors.

H. Per Diem – Standard Rates

This cost should include hotel, meals, car rental and other incidentals. This will be the cap. Describe what is included in your cost entered. The City has a \$225 per day limit.

I. Project Manager Daily Rate (R1) – Standard Rates

This should be the daily rate for the highest level of project resource, usually the Project Manager and/or Resource Level 1. Please describe your resource.

J. Consultant Daily Rate (R2) – Standard Rates

This should be the daily rate for the primary consulting/support resource used for the project such as a consultant, programmer, and/or Resource Level 2. Please describe your resource.

K. Trainer Daily Rate (R3) – Standard Rates

This should be the rate used for trainers and/or Resource Level 3. Please describe your resource.

OTHER:

Any other charges not specifically related to other modules defined below can be added here.

4.2 Web Site Redesign

The current website will be redesigned to meet specifications outlined in Response Form RF4a as well as meet W3C design recommendations and Section 508 Accessibility requirements. The site will use new graphics. Some graphics will be provided by the City and some will be developed by the vendor to the City's requirements. Site redesign services must be included as a service within the RFP and CMS system.

The goal is to revise the current look and feel to better meet Fontana's current goals for citizen interaction with city services through the website and put in place a mechanism for additional revisions as needed. It should always be obvious that visitors are on the City's website. Consistent navigation should be provided on all pages. However, design should also allow for subsites containing main navigation as well as navigation pertinent to the subsite.

The specific evaluation points for these services the City is looking for in contained in a separate RFP Response Form which is an EXCEL spreadsheet. The list is contained in RF4a and indicates the relative importance to the City by the Rating column designation:

3 = Mandatory feature

2 = Important feature but not required

1 = Convenience feature, "nice to have."

4.2.1 Department Needs Analysis

The RFP Price Form RF4a includes a cost section for Web site redesign. There are columns provided for vendors to itemize all of the costs related to all aspects of the design. The City will provide details on site interface requirement. Vendor's response for the redesign should include:

- A. Initial consult to review current site, meet with staff to identify expectations for new site design.
- B. Prepare a report with recommendations to present to the Web Steering Committee.
- C. Present the findings and recommendations to the Web Steering Committee to get direction on what prototypes to build.

4.2.2 Prototypes

Following the Needs Analysis and presentation to the Web Steering Committee, the successful vendor will provide at least three (3) substantially different versions for the City's review. The prototypes presented should contain functional navigation. The prototypes will be presented to the Committee which will select a composite solution that will be the basis for the new website design. If additional prototypes are requested by the City if none of the delivered versions are acceptable, they will be provided at the pro-rata cost of those proposed here (i.e. if 3 are proposed, 1/3 the total cost for section 4.2.2 will be charged for each additional prototype).

As part of the vendor's proposal, three distinctly different website models should be presented that demonstrate the breadth and variety of the vendors expertise and creativity in website design and navigation.

4.2.3 Website Templates and Conversion

From the selected design, the vendor will convert the City's current static web pages into the new design framework and set the templates to add the new features and functionality that does not currently exist in the City's website.

4.3 Content Management System

Content Management System (CMS) features are outlined in Response Form FR4a. The CMS preference is a web based interface that does not require desktop software install. It should not require a user to be proficient in programming to use. It should be easy for a Microsoft Word user to grasp.

The specific features and functions the City is looking for in contained in a separate RFP Response Form which is an EXCEL spreadsheet. The list is contained in RF4a and indicates the relative importance to the City by the Rating column designation:

3 = Mandatory feature

2 = Important feature but not required

1 = Convenience feature, "nice to have."

4.3.1 Technical Features

RF4a contains a feature set of capabilities related to what the City's webmaster and technical staff will need to manage and support the City's websites. These are the tools used by the developers and technicians and not generally seen or used by department users. One feature listed is the porting of the CMS package to the premise-based, in-house platform.

4.3.2 User Features and Functions

These are capabilities that will be available to users for managing their web content.

5. Infrastructure Specifications

This section describes the environmental constraints and connectivity and compatibility standards for connecting the system into the City's network infrastructure. Section 2 of this RFP describes the existing hardware, software, and networking environment. However, the City is looking for a hosted solution, so it is not anticipated that there would be any significant hardware required inside the City's network. Nonetheless, this section outlines the format in which vendors must respond with their unique connectivity and compatibility requirements. In some cases the vendor can and will supply the necessary equipment and services and in other cases, the City will purchase the necessary hardware, software, and network equipment from its own resources that the vendor will configure with the assistance of City IT staff

5.1 Network Requirements

The addition of any application into a network environment will have implications on bandwidth and security whether it is hosted or premise-based. In order to assess the true and total cost of ownership, the City needs to factor in the technical requirements and constraints of the proposed system. In most cases, the actual hardware and system software will be purchased independently to support the proposed applications, but in order to be compliant with the proposed system requirements and to determine the cost of the platform supporting it, detailed specifications are required where appropriate.

5.1.1 Internet Connectivity

Vendors should specify the bandwidth, firewall, port settings and/or other security settings required.

5.1.2 LAN Requirements

Applications that are server-centric have less bandwidth requirements than those that are client-centric. Vendors should indicate minimum and recommended bandwidth requirements for the proposed solution.

5.1.3 Remote Connection

Remote access to the City's network would only be required if there were a dynamic Web services database link into one of the many databases managed by the 50+ different computer application systems supported by the City. Otherwise, uploads of City database information would be one way from the City to the proposed system if it is hosted externally. Access to any other servers behind the City's firewall would require a server or appliance in the DMZ to direct and control traffic. If such a solution is proposed, the vendor must include the specifications for recommended equipment and/or software.

5.1.4 VPN

If remote access for support and/or maintenance of the proposed system is required into the City's network, specifications for the preferred method must be provided. The City's standard for VPN connection is detailed in Section 2.

5.1.5 Firewalls

The City's current firewall is a Cisco PIX. We are moving to a layered environment with a Linux-based iptables firewall on the perimeter on the public side of the PIX.

5.2 Interfaces and Integration

A critical element in most system acquisitions is the interfacing to and from existing applications, or preferably, dynamic integration. The standard tools usually available for these kinds of functions include the following:

5.2.1 Web Services

Please include all Methods, Events, Properties for each of the Web Services you propose to meet the requirements of this RFP, but also include all available Web Services (and pricing if additional cost) in a supplemental document or list.

5.2.2 API's

Application Program Interfaces are another type of tool used to connect software applications to each other and to various databases. Please list the specific API's and costs proposed to meet the RFP requirements, but also include all available API's (and pricing if additional cost) in a supplemental document or list.

5.2.3 SDK's

Software Development Kits can be helpful in extending the functionality of many software applications, so if any are relevant to the specific requirements of this RFP, please include them here. Also, please include all available SDK's (and pricing if additional cost) in a supplemental document or list.

5.3 System Considerations

As part of the hosted solution, the City will require certain system level services to be included in the pricing.

5.3.1 Security**A. User Access**

Tools must be provided for a City System Administrator to manage user level access for the CMS.

B. Hacker Protection

The website itself should have periodic (at least daily) analysis of intrusion threats from hackers, viruses, worms, etc., preferably from an independent third party. The City should receive monthly reports of such analysis and actions taken to protect the site.

5.3.2 Backup

A. Daily Incremental Backups

B. Weekly full backup

Retained for six months

C. Transactional logs

For periodic usage statistics, interim restore and audit for interactive sessions.