

Honorable Mayor and Members
of the Ad Hoc City Council Committee
City Hall
Torrance, California

Members of the Committee:

SUBJECT: City Manager – Citywide Website Redesign II (CWR-II) Project.

BUDGET: \$300,000.00

RECOMMENDATION

Recommendation of the Cable and Community Relations Manager that the Ad Hoc City Council Committee review and recommend to the City Council approval of the Request for Proposals for the Citywide Web Redesign and issue to previously qualified Vendors.

Funding is approved in FEAP 842.

BACKGROUND

On January 27, 2015, the Committee met and reviewed objectives, discussed design ideas, reviewed website examples, and requested staff return with a draft Request for Qualifications (RFQ). Included in the RFQ was a listing of minimum redesign features, and a presentation of a sample website that contained many of those functions.

On March 10, 2015, the Committee approved the RFQ and directed staff to distribute. The Committee also reviewed the City of Brea's website that had many of the desired features mentioned at the previous Committee meeting. In addition, staff created and issued a Request for Proposals (RFP) for citywide stock photography library that will be used for the website as well as other projects including Torrance Seasons, brochures, press kits, media requests, and articles.

ANALYSIS

The Request for Proposals for the Citywide Web Redesign is attached for your review. The RFQ was sent to 44 possible vendors, 12 responded, and 6 were determined to be qualified to successfully respond to a RFP. Statements made in their response to the RFQ will become part of their formal response to the RFP. Therefore, the RFP will be issued to the following qualified vendors:

Civic Plus, Manhattan KS	CivicLive Inc., Toronto Canada
Civic Resource Group, Los Angeles CA	ThinkLogic, LLC, El Segundo CA
Civica Software, Newport Beach CA	Vision Internet, Santa Monica CA

The overall goal of the project is to design and construct a website that provides responsive government by improving service delivery, citizen satisfaction and employee satisfaction.

A high level of emphasis will be placed on user experience (UX), ease of use, and design simplicity. All decisions will be made from the customer perspective. The project should take between six and twelve months from issuance of a purchase order depending on the complexity of the design, selection and review of the content management system, coordination of departments, ability to approve design, and migration of existing data.

The new website will include a new look and feel that markets the city, features activities, and welcomes the community to easily locate information. It will also include to name a few, a new content management system, unique branding for all 13 departments, microsites for certain functional areas that market and/or sell facilities/services, improved usability, integration with social media, mobile device friendly, portal for open government, and a 5-year refresh on the design. The project also includes a mobile friendly application to improve communication with the community.

Respectfully submitted,

LeRoy J. Jackson
City Manager



By: _____
Michael D. Smith
Cable & Community Relations Manager

CONCUR:



Richard Shigaki, Director
Communications and Information
Technology



LeRoy J. Jackson
City Manager

ATTACHMENT A) Request for Proposal

**Request for Proposals (RFP)**City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov**RFP No. B2015-******RFP to Redesign Citywide Website & Provide CMS for the City of Torrance****RFP Submittal Information**

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.
Late proposals will not be accepted. No Exceptions

Location:	Office of the City Clerk 3031 Torrance Blvd. Torrance, CA 90503
Date:	Monday, [Date]
Time Deadline:	3:00 p.m. Local (Pacific) Time

Submittal Requirements

An original plus eight (8) printed copies and one (1) CD of your response must be submitted in a sealed envelope and clearly labeled in the lower left corner, "RFP to Redesign Citywide Website & Provide CMS for the City of Torrance RFP B2015-**" This will be the only official response accepted. Your submittal must include the following:

- Vendor's Response (Section III of this document pages 8 through 18) on the forms provided and in the order outlined in this RFP in Section II General Requirements. If additional space is required, please attach additional sheets/pages.
- Proposer's Affidavit (Attachment 1)

Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

Prior to the award of a Contract

The successful vendor, must submit the following to the City of Torrance

- Proof of insurance, as indicated in the terms and conditions of this RFP document
- Proof of a City of Torrance Business License, please contact the City of Torrance Business License Office at (310) 618-5923.

Questions Regarding this RFP Must be Submitted in the Form of an E-Mail

- Your E-mail must include the RFP number and RFP title in the subject heading.
- The deadline to submit questions is 12:00 Noon Pacific Time on Monday, [Date]
- Your questions must be directed to:

Michael D. Smith
 Cable and Community Relations Manager
WebRedesign@TorranceCA.Gov

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 3:00 p.m. on Monday, [Date]. An original plus eight (8) printed copies and (1) CD of each proposal must be submitted in a sealed envelope and clearly labeled in the lower left corner "RFP to Redesign Citywide Website & Provide CMS for the City of Torrance RFP B2015-**"

The City of Torrance:

The City of Torrance is situated on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of streets, 1870 intersections, 550 miles of sidewalks, 47,000 street trees, 6 public libraries, a municipal airport, 46 parks & recreation amenities, 6 fire stations, 1 police station and 1 police community center, and has an estimated population of approximately 146,115, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

Definitions:

Word	Definition as applied to this RFP
City	The City of Torrance, California
Vendor, Contractor, Proposer, Firm or Consultant	The person, firm, company or corporation providing services to the City, or submitting a proposal in response to this RFP
Contract, Purchase Order, Agreement, Purchasing Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals

Project Goals

The overall goal of the project is to design and construct a website that provides responsive government by improving service delivery, citizen satisfaction and employee satisfaction.

A high level of emphasis should be placed on user experience (UX), ease of use, and design simplicity. All decisions will be made from the customer perspective. Below are some main areas of focus:

Usability

- Make it easier for customers (residents, businesses, visitors, intergovernmental partners and other interested users) to navigate and find information and services. The selected vendor will perform community outreach.
- The site must be viewable on multiple platforms (smart phones and tablets), resolutions and web browsers. Design and function should be focused on intuitive and familiar navigation mechanisms and prominently feature high-priority or targeted content for the various website user audiences. Each page should contain breadcrumbs and branded search results.

Sustainability

- Develop an information architecture that is efficient, easily understood and sustainable by staff in the future. Implement a content management solution that can be maintained by both experienced web development staff as well as business users with no coding experience. Necessary functionality includes:

the creation of templates, WYSIWYG editing to facilitate content management by novice users, ADA compliance, responsive design, content approval workflows and search engine friendly URL aliasing.

Flexibility

- Develop plans for regular site re-fresh cycles to maintain user interest and excitement.

Marketing/Branding

- The website helps promote the City's goals, identity and message. Webpages are visited by prospective businesses and prospective residents and the redesigned Torrance website needs to be representative of the dynamic community and the vibrant Torrance economy.

Future Potential

- The City is working on several E-Government initiatives that closely relate to the website. The redesigned site needs to be able to incorporate an on-line payment engine and more service-oriented applications in the future.

Project Schedule:

Phase	Description	Responsible	Completion
I	Vision	City	
II	Concept	City, Firm	
III	Design	Firm, City	
IV	Development (Site)	Firm, City	
IV	Development (Mobile)	Firm, City	
V	Migration	Firm	
VI	Commissioning	Firm, City	
VII	Soft Launch	Firm, City	
VIII	Go Live	Firm, City	
VIX	Post Go Live Evaluation	Firm, City, Community	

Proposal Submittal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked in the lower left corner "RFP to Redesign Citywide Website & Provide CMS for the City of Torrance RFP B2015-***" and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

All responses to this RFP become the property of City upon receipt and will not be returned to the Vendor. Selection or rejection will not affect this right. The City reserves the right to use any or all of the ideas or adaptations of the ideas contained in any response received, excluding case study materials or other reference materials prepared for clients of Vendor. Any confidential/proprietary information submitted in response to this request must be readily identified, clearly marked and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total response will be considered confidential/proprietary.

Responses must be signed by a duly authorized official of the Vendor. Consortiums, joint ventures, or teams submitting responses will not be considered responsive unless it is established that all contractual responsibility to City with regard to the project will rest solely with one contractor or legal entity, which must not be a subsidiary or affiliate with limited resources. Each response must indicate the entity responsible for execution on behalf of the team.

Questions:

Questions must be submitted in writing via email to Michael Smith, Cable and Community Relations Manager, WebRedesign@TorranceCA.Gov by 12:00 P.M. Noon, local Pacific Time on Monday, [Date]. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known perspective proposers as an addendum to the RFP.

Errors and Omissions:

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

Proposers Examination of Requirements:

The Proposer is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new proposal submittal due date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City reserves the right to award a contract to a company solely on the basis of the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

The City reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the contract. The City reserves the right to reject any proposal not accompanied with all data or information required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

Affidavit:

An affidavit form is enclosed (Attachment 1). It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected.

Independent Contractor:

The successful proposer is, and will at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible and will not be held liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

Evaluation of Proposals:

The City will be the sole determiner of suitability to the City's needs. Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, compatibility with the City's current technology and operations, prior experience with similar scope of work, financial capabilities, delivery, and cost. Cost including any ongoing maintenance and support cost will be reviewed to determining which proposal best meets the needs of the City.

The City will take into consideration a local Torrance vendor sales tax rebate of 1% for proposals submitted by a Torrance vendor that include a material component.

The City's project evaluation team (Citywide Web Project Management Team) will evaluate proposals based on the evaluation criteria listed below. Points will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked and that ranking will be made public.

DESCRIPTION OF EVALUATION CRITERIA	POSSIBLE POINTS
Experience and Capability: The experience and quality of work the vendor and vendor's personnel that will be assigned to this project have with similar projects as included in this RFP. The quality of work and level of commitment to this project. The capabilities and accomplishments of the individuals that will be involved in The City of Torrance project.	30
Management Qualifications: The qualifications of the Vendor in terms of their ability, experience, and reliability in performing and managing work within a schedule and budget.	10
Content Management System The recommended CMS and its features and functionality.	20

Cost Information: Project cost, determined from the fees provided by the Vendor	20
References and Other Necessary Factors: Information provided by Vendor's references addressing the knowledge, skills, abilities and performance of the Vendor to complete the work outlined in this RFP. Other factors that may be determined by City to be necessary or appropriate in its discretion	20
Maximum Total Points =	100

PART I – Evaluation of Proposals: After receipt of proposals for this project, the City's project evaluation committee (Citywide Web Project Management Team) will evaluate proposals based on the criteria listed in this RFP and develop a short list of qualified Vendors. At the discretion of the evaluation committee, vendors on this short list may then be invited to interview with the City.

PART II – Interview and Negotiations: At the time of the interview, invited vendors will discuss the project with the team using the tasks outlined in the Scope of Work section of the RFP. As indicated in this RFP, the pricing submitted (and initially evaluated) is to be a not to exceed amount. Proposers may at the time of the interview present a list of additional services and associated costs that are not covered in the City's scope of work. The City may add or change the scope of work during the interview process as part of the negotiations.

PART III – Post Interview Evaluation: After the completion of the interviews and the scoring of the interview and cost components, the City's project evaluation committee will invite the highest ranking proposer to negotiate a final contract as a result of this RFP. If negotiations fail, the next highest ranking firm will be invited to negotiate a final contract.

The Contract:

The vendor to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City's standardized contract service agreement (Attachment 2), which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

Contract Term:

The initial contract will begin approximately September 2015 and will be for a period of one (1) year.

Payments:

Complete payment on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Proposer's proposal or in these specifications. Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

PHASE	DESCRIPTION	PAYMENT %
I	Contract Completion	20%
II	Design	20%
III	Migration	20%
IV	Commissioning	10%
IV	Soft Launch	10%
V	Go Live	10%
V	Post Go Live Evaluation	10%

Suspension of Procurement:

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this RFP and subsequent contract agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, selected Proposer will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

The selected Proposer will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

Notice:

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

VENDOR: Will be determined upon award of contract.

Notice of Intent to Award:

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract as a result of the RFP, the City will notify all proposer's of its intent to award. Results will be posted on the City of Torrance Web site [www.TorranceCA.Gov/PDF/Recommendation to Award Notification.pdf](http://www.TorranceCA.Gov/PDF/Recommendation%20to%20Award%20Notification.pdf)

City of Torrance Bid/RFP Protest Procedures:

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: [www.TorranceCA.Gov/PDF/Bid-RFP Protest Procedures.pdf](http://www.TorranceCA.Gov/PDF/Bid-RFP%20Protest%20Procedures.pdf)

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SECTION II TECHNICAL REQUIREMENTS**General Requirements:**

Only those vendors that were deemed qualified through the Request for Qualifications phase will be permitted to respond to this RFP. All information contained in their RFQ will be considered part of the RFP response. Only minor exceptions to the RFQ will be deemed acceptable, an example would be personnel assigned.

Overview / Introduction:

The City of Torrance ("City") Office of Cable and Community Relations and the Communications, Information Technology Department (Project Management Team – PMT) are responsible for planning and operating external communications programs and tools used to serve the City's residential and commercial constituencies and to expand awareness of the City's brand, primary areas of focus, and key online initiatives.

The City website at TorranceCA.Gov is a key component of this communications strategy. The current site was developed in 2003, operates in a RedDot content management system (CMS) and is outdated in its technology, appearance and functionality. Further, constituents have commented that the site desired information is difficult to find.

The City of Torrance is seeking proposals from vendors that have been qualified through our RFQ process to create a dynamic municipal website that is designed and organized in a manner that allows visitors with limited computer experience to easily find and access information for the domain www.TorranceCA.Gov that utilizes current web, mobile, and social media technology to better engage and inform the constituency. The site should be able to incorporate additional components such as GIS, transit operations, building permit history, business license, emergency alerts, and online payments to name a few. The City is also seeking a user-friendly CMS and corresponding staff training to manage the newly developed site.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

Scope of Work / Project Requirements:

The successful bidder will design and develop a new general municipal website for the domain www.TorranceCA.Gov that utilizes current web, mobile, and social media technology to better engage and inform the constituency. Additionally, the successful bidder will provide and fully configure a content management system to manage the newly developed site. The solution must include installation, configuration, start-up services, migration of existing content, onsite training of City staff on use and maintenance of the system, as well as ongoing technical and service support. All software is subject to final acceptance testing by the City. The awarded bidder will also offer custom configuration and programming services as needed to fulfill the minimum functional requirements set forth within this request for proposal. The City intends to initially contract for 5 years of technical support and upgrades for the CMS, with the option to renew the maintenance for each subsequent year. The successful bidder will also include in their proposal a redesign at the five-year interval, with optional 5-year increments.

In cooperation with the PMT, the successful bidder will develop a plan (including roles and responsibilities) for migrating content from the City's current CMS to the new CMS with minimal impact to the existing site.

In cooperation with the PMT, the successful bidder will perform, evaluate and respond to pre-launch usability testing, in compliance with industry best practices.

An award resulting from this RFP is expected to result in a firm fixed price contract with a 5-year maintenance agreement, and optional 1-year increments, for 5 additional years.

Twelve (12) months after successful implementation, any major errors or omissions discovered in the business flow and/or product functionality will be corrected by the vendor at no cost to the City of Torrance.

Website Design Tech Specs and Needs:

1. Be fully optimized across all classes of user devices—desktop, tablet, and mobile—a responsive design that is optimized for mobile/smart-phone devices. Hence, the site's uniform resource locators (URLs) must serve exactly the same hyper-text markup language (HTML) code to all devices utilizing cascading style sheets (CSS) to render the page appropriately for the most commonly accessed devices and their corresponding Internet browsers. If the accessing device cannot be determined, a base mobile device CSS should be applied. (Alternative methods to the required responsive design can be expressed in the exception section within the response to the RFP for consideration. Please include a detailed explanation of the proposed alternate method of delivery of site content that optimizes the site for mobile/smart-phone use.)
2. For both citizens browsing the website and content administrators, be fully compatible with popular browsers including but not limited to Internet Explorer, Chrome, Safari and Firefox. (i.e. both the website and CMS should be cross-browser compatible)
3. Be required, if hosted internally by the City of Torrance, to be installed and maintained within a VMware Virtual Server version 4.5 or higher environment. The City's computing infrastructure is based on Microsoft domain security, Windows operating system (OS) are Windows 2008R2 or higher, IIS Web server, McAfee antivirus, and VEEAM backups. Additionally, the City has standardized on Microsoft SQL Server database. (Please indicate within your proposal if the solution requires different technologies, OS, and/or standard database.)
4. Be required, if hosted externally, to be serviced and maintained under an agreed upon minimum 10 year service level agreement (SLA) with specific performance and accessibility measures (such as cloud hosting and/or software as a service standards (SOC2/SOC3), data backup, disaster recovery, failover, etc.) to be negotiated with the successful bidder, and optional 1-year increments, for 5 additional years.
5. Potentially include integrated e-procurement and e-commerce functionalities, should either or both be available in programs allowing at least limited customization. (These components are not required but may be included as part of a package of options.)
6. Comply with security standards and guidelines established by the PMT. These guidelines will be provided, and vendor will be provided with access to PMT for consultation as needed.
7. Comply with Section 508 of the Rehabilitation Act of 1973 in all areas.
8. Provide a method and/or a central site location to post City web services and data sets that can be accessed or consumed securely by outside agencies, and independent application developers.
9. Employ industry standard tools and methods such as forum user registration and reCaptcha support to deter and mitigate external threats and abuse (e.g. DDoS).
10. Have a look and feel that shows Torrance as a city that competes globally through its myriad of assets: diverse residents, flourishing national and international businesses and safe communities. Torrance is a livable city that supports a center for technology, entrepreneurship, health, and education; and a destination for travel, arts, and recreation. Torrance, "*the City with a Hometown Feel*" is the eighth largest city in Los Angeles County, over the years, Torrance continues to live out its motto as a "balanced city" (residential, business, industrial).

11. All 13 Department landing pages must have unique branding. Some Super-Departments (Community Services, Community Development, Public Works, and City Manager) must have branded sections.
12. All Microsites must have a unique look and feel. Microsites will include: Economic Development, Torrance Art Museum, Toyota Sports Complex, and Torrance Cultural Arts Center.
13. Provide information to City audiences in a visually appealing and easy to navigate way – a comprehensive but not overwhelming presentation of the City organization. Although the current site was essentially structured to reflect the functionality of the City, not mirror the architecture of the City organization, a more user-centered architecture/structure is desirable.
14. Fully support interaction with social media programs and the use of blogs or other interactive media to keep audiences informed, including but not limited to eNotify, text messages, and RSS feeds.
15. Allow staff to easily implement integration with new social media programs as opportunities and needs arise.
16. Ability to streamline, configure and share multiple channels of social media content
17. Present the City of Torrance as business-friendly. As such, the new site should be structured to provide user ease in finding content such as building permits, building codes, bid packages, RFPs, zoning maps, etc. Such an improvement might include a feature where business users can create a collection of bookmarks or links to frequently accessed content for ongoing use, we prefer the site to be responsive in design.
18. Include a highly visible and intuitive user interface to promote citizen interaction and ease in contacting the City, more visible than a typical —"Contact Us" tab/page. This should include a widget or feature that displays phone numbers and email links for all City departments and major programs. The mobile site will allow immediate touch screen dialing of phone numbers displayed in this feature. The intuitive interface should be fully accessible from the all Internet and smart devices, including but not limited to common mobile telephones, tablets, and supported by the current version of mobile device operating systems to include Google's Android OS, Apple's iOS, and Microsoft's Windows Mobile OS.
19. Support use of streaming media (including an embedded —CitiCABLE video interface and YouTube).
20. Display personalized content for returning users based on user identification and preferences.
21. Include a language translation feature.
22. Provide portal for open government data sharing.

The Content Management System for the City of Torrance will:

1. Provide a multi-user CMS that supports the operation and maintenance of a top- quality website while being user-friendly for staff with limited technical expertise.
2. Provide for easy configuration, operation and maintenance by City personnel, without requiring vendor interaction or significant custom development.
3. Utilize a WYSIWYG development environment.
4. Be able to fully manage both structured and unstructured content.
5. Create and maintain a central repository that is the storage point for all content which provides services such as but not limited to versioning, check in /out services, rollback, and aging of content.
6. Provide user management security based on groups or roles to effectively manage user rights and privileges to not only stored content but also the system and functions of the CMS.

7. Include a feature allowing easy creation and publication of friendly urls that allows staff the ability to make additions, modifications and deletions of custom links.
8. Include a means for easy production of tables and a variety of online forms that can be completed by users and provide data to staff.
9. The ability to create multi-step workflow for all content types. This should include the ability to define no less than four separate stages in the review/approval process for each type of content. One level review/publish models will not be considered.
10. The ability to preview any changes made to content before publishing to the website. This should apply to all types of content, including but not limited to: pages, calendar events, news, and FAQs.
11. The ability to define a review schedule for all content, prompting the site editors to review published, non-date sensitive content periodically to ensure all items remain accurate.
12. Include analytics tools for management reporting, review and analysis.
13. For both end-users and administrators, be fully compatible with popular browsers including but not limited to Internet Explorer, Chrome, Safari and Firefox.
14. Be required, if hosted internally by the City of Torrance, to be installed and maintained within a VMware Virtual Server version 4.5 or higher environment. The City's computing infrastructure is based on Microsoft domain security, Windows operating system (OS) are Windows 2008R2 or higher, IIS Web server, McAfee antivirus, and VEEAM backups. Additionally, the City has standardized on Microsoft SQL Server database. (Please indicate within your proposal if the solution requires different technologies, OS, and/or standard database.)
15. Be required, if hosted externally, to be serviced and maintained under an agreed upon minimum 10 year service level agreement (SLA) with specific performance and accessibility measures (such as cloud hosting and/or software as a service standards (SOC2/SOC3), data backup, disaster recovery, failover, etc.) to be negotiated with the successful bidder, and optional 1-year increments, for 5 additional years.
16. The City would like the site design to be as compliant with Section 508 and Americans with Disabilities Act guidelines as reasonably possible. Respondent should make an effort to comply with guidelines; however the usability of the site and ability for staff to easily update the site and content contained within the website should be considered. Compliance with the standards should not prevent any other requirements from being met.
17. Allow for the addition, modification, and deletion of the site without the need for technical support. Provide Style Guide.
18. Fully support interaction with social media programs and the use of blogs or other interactive media to keep audiences informed, including but not limited to eNotify, text messages, and RSS feeds.
19. Allow staff to easily implement integration with new social media programs as opportunities and needs arise.
20. Include solutions or methods to provide for full Citizen Engagement such as public dialog tools, public meeting management tools, community calendars, surveys, and legislative and public record materials management, etc.
21. The ability for users to complete various forms online.
22. The ability to create additional interior page templates as needed.
23. The ability to archive pages and content.

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SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

Name of Company		
Street Address	City	Zip Code
Telephone Number	Fax Number	
Printed Name/Title	E-Mail Address	
Signature	Date	

Proposer's Website: www. _____

Form of Business Organization: Please indicate the following (check one);

Corporation Partnership Sole Proprietorship Other: _____

Do you have a Parent Company? No Yes, _____
(Name of Parent Company)

Do you have any Subsidiaries? No Yes, _____
(Name of Subsidiary Company)

Business History:

Years in business under your current name and form of business organization? _____ Years
If less than three (3) years and your company was in business under a different name, what was that name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information:

Printed Name	Title
Telephone	E-Mail Address

Proposal Submittal (continued):

Vendor Name: _____

Addenda Received: Please indicate addenda information you have received regarding this RFP:

Addendum No.	Date Received

Addendum No.	Date Received

No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? _____

Project Start and Completion:

The City requires the project to start as soon as possible from the award of a contract and the project completed as soon as possible. Specific time frames that are mutually agreed upon will be established after award of a contract.

Renewal Option:

After the initial one (1) year term, the City may want to retain the services of the awarded vendor to provide services on an as requested basis for an additional year. Please state, if requested by the City, if you would agree to a renewal of this contract with price structure, terms and conditions unchanged.

Yes _____ we would agree to add one (1) additional year (after initial 1 year contract term)

Yes _____ we would agree to add two (2) additional years (after initial 2 year contract term)

No _____ we would not be interested in renewing this contract.

Contract Representative:

Please provide the name of the individual at your company who will be responsible for administering this contract.

_____ Name

_____ Title

_____ Cell Phone Number

_____ Fax Number

_____ Email Address

Proposal Submittal (continued):

Vendor Name: _____

References:

Provide any additional references for which you have provided the same type of work as outlined in this RFP that were not included in the RFQ. California Municipal governments are preferable.

1. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number E-Mail Address

2. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number E-Mail Address

3. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number E-Mail Address

4. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number E-Mail Address

5. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number E-Mail Address

Proposal Submittal (continued):

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Did you include original plus 8 copies and 1 CD of your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include a signed Affidavit Form with your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you attach additional sheets to provide the required information on pages 14-165 of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you include References and Experience for subcontractors if subcontractors will be used for this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A no subcontractors Page ___ of our submittal
Have you included Proposed Alternative Language to City's Pro Forma Consulting Services Agreement (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal
Unless otherwise specified, it is understood that any and all rights in perpetuity including editing, printing, duplication, distribution and all other copyright ownership entitlements and privileges regarding proofs, final, sample prints, DVD's, or any other media (including but not limited to digital) in connection with this project thereof, will remain the sole property and authority of the City of Torrance. Use of such work may not be used for advertising display, or any other purpose, without express written consent of the City of Torrance.	<input type="checkbox"/> Yes, understood. <i>(You must check this box for your proposal to be considered).</i>

Price Proposal	
In accordance with your "Request for Proposal", the following price proposal is submitted to the City of Torrance. We understand that our price submittal is a not to exceed amount and that if we are selected to enter into negotiations with the City the pricing may be adjusted down unless additional services are requested and pricing will be negotiated and adjusted accordingly.	
Category Description (Vendor must attached a full description for each category explaining what they are proposing) All services must be itemized. Do not bundle.	Proposal Not to Exceed Amount by Category Description
Flat Rate for project	\$
Hourly Rate to provide additional work that may be requested during the term of the project	\$ /hour

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

_____ being first duly sworn deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for

_____ (Title of RFP)

2. That the proposal is genuine; that all statements of fact in the proposal are true;

3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this ____ day of _____, 20____.

(Proposer Signature)

(Title)

Standard Contract Service Agreement

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of Date (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Contractor Name, type of entity ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to Insert brief description of services.
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposals for Insert brief title of RFP, RFP No. Insert RFP No. (the "RFP").
- C. CONTRACTOR has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONTRACTOR represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

- 1. **SERVICES TO BE PERFORMED BY CONTRACTOR**
CONTRACTOR will provide the services and install those materials listed in CONTRACTOR's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.
- 2. **TERM**
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through .
- 3. **COMPENSATION**
 - A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the Proposal, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$insert dollar amount ("Agreement Sum"), unless otherwise first approved in writing by CITY.

- B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid

the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under

these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

City Representative is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. **CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Representative 1

Representative 2

9. **INDEPENDENT CONTRACTOR**

CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as otherwise set forth in this Agreement. CONTRACTOR's agents and employees are not and shall not be considered employees of CITY for any purpose.

CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY. CITY has no duty, obligation, or responsibility to CONTRACTOR's agents or employees under the Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities,

claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR's agents and employees. CITY is not responsible and shall not be held liable for CONTRACTOR's failure to comply with CONTRACTOR's duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR's obligations under the Affordable Care Act relating to CONTRACTOR's agents and employees.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during

normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Successor Agency to the former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$500,000 per occurrence; and

- b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
 - 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$5,000,000 per occurrence.
 - 3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. CITY ("City of Torrance"), the Successor Agency to the former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

 - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

 - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR Contractor's Name and Address

Fax: Insert Fax Number

CITY:

City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and

(iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
a municipal corporation

Firm Name
Type of Entity

Patrick J. Furey, Mayor

By: _____
Signer
Title

ATTEST:

Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Request for Proposals
 Exhibit B Proposal

Revised: 7/15/2014

EXHIBIT A
REQUEST FOR PROPOSALS
[To be attached]

EXHIBIT B
PROPOSAL
[To be attached]