



**Beverly Hills City Council Liaison / City Website Steering Committee
will conduct a Special Meeting, at the following time and place, and will address the
agenda listed below:**

**CITY OF BEVERLY HILLS
455 N. Rexford Drive
Beverly Hills, CA 90210**

TELEPHONIC VIDEO CONFERENCE MEETING

**Beverly Hills Liaison Committee Meeting
<https://beverlyhills-org.zoom.us/my/committee>
Meeting ID: 516 191 2424
Passcode: 90210**

**You can also dial in by phone:
+1 669 900 9128 US
+1 833 548 0282 (Toll-Free)**

**One tap mobile:
+16699009128,,5161912424# US
+18335480282,,5161912424# US (Toll-Free)**

**Monday, November 15, 2021
3:00 PM**

Pursuant to Government Code Section 54953(e)(3), members of the Beverly Hills City Council Liaison / City Website Steering Committee and staff may participate in this meeting via a teleconference. In the interest of maintaining appropriate social distancing, members of the public can view this meeting through live webcast at www.beverlyhills.org/live and on BH Channel 10 or Channel 35 on Spectrum Cable, and can participate in the teleconference/video conference by using the link above. Written comments may be emailed to mayorandcitycouncil@beverlyhills.org.

AGENDA

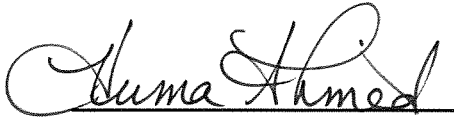
- 1) Public Comment
 - a. Members of the public will be given the opportunity to directly address the Committee on any item listed on the agenda.
- 2) Resolution of the Beverly Hills City Council Liaison / City Website Steering Committee authorizing public meetings to be held via teleconferencing pursuant to Government Code Section 54953(e) and making findings and determination regarding the same.

New legislation (AB 361) was recently adopted allowing the City Website Steering Committee to continue virtual meetings during the COVID-19 declared emergency subject to certain conditions and the proposed resolution implements the necessary requirements.

- 3) Review of DRAFT RFP for Website Design, Content Management System, and Hosting Services

4) Future Agenda Items Discussion

5) Adjournment



Huma Ahmed
City Clerk

Posted: November 9, 2021

***A DETAILED LIAISON AGENDA PACKET IS AVAILABLE FOR REVIEW AT
WWW.BEVERLYHILLS.ORG***



Pursuant to the Americans with Disabilities Act, the City of Beverly Hills will make reasonable efforts to accommodate persons with disabilities. If you require special assistance, please call (310) 285-1014 (voice) or (310) 285-6881 (TTY). Providing at least forty-eight (48) hours advance notice will help to ensure availability of services.



STAFF REPORT

Meeting Date: November 15, 2021

To: City Council Liaison / City Website Steering Committee

From: Keith Sterling, Secretary of the City Council Liaison / City Website Steering Committee

Subject: A RESOLUTION OF THE CITY COUNCIL LIAISON / CITY WEBSITE STEERING COMMITTEE OF THE CITY OF BEVERLY HILLS AUTHORIZING PUBLIC MEETINGS TO BE HELD VIA TELECONFERENCING PURSUANT TO GOVERNMENT CODE SECTION 54953(e) AND MAKING FINDINGS AND DETERMINATIONS REGARDING THE SAME

Attachments: 1. Proposed resolution

RECOMMENDATION

Staff and the City Attorney's office recommend that the City Council Liaison / City Website Steering Committee adopt a resolution making the following findings so that meetings of the City Council Liaison / City Website Steering Committee will be subject to the special Brown Act requirements for teleconference meetings: (1) the City Council Liaison / City Website Steering Committee has reconsidered the circumstances of the COVID-19 state of emergency; (2) the state of emergency continues to directly impact the ability of the members to meet safely in person; and (3) state or local officials continue to impose or recommend measures to promote social distancing.

FISCAL IMPACT

The proposed resolution allowing the City Council Liaison / City Website Steering Committee greater flexibility to conduct teleconference meetings is unlikely to cause a greater fiscal impact to the City.

INTRODUCTION

Governor Newsom recently signed new legislation (AB 361) allowing the City Council Liaison / City Website Steering Committee to continue virtual meetings during the COVID-19 declared emergency subject to certain conditions. These special requirements give the City greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

BACKGROUND

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California due to the spread of COVID-19. The Governor subsequently issued numerous executive orders suspending or modifying state laws to facilitate the response to the emergency. Among other things, these executive orders superseded certain Brown Act requirements and established special rules to give local public agencies greater flexibility to conduct teleconference meetings. Those special rules expired on September 30, 2021.

On September 16, 2021, in anticipation of then-imminent expiration of his special rules for teleconference meetings, the Governor signed AB 361. In key part, this bill amends the Brown Act to establish special requirements for teleconference meetings if a legislative body of a local public agency holds a meeting during a proclaimed state of emergency and either state or local officials have imposed or recommended measures to promote social distancing, or the body determines, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

AB 361 builds upon Executive Order (“EO”) N-29-20, issued by the Governor on March 17, 2020, which relaxed the teleconferencing requirements of the Brown Act to facilitate virtual meetings during the COVID-19 declared emergency. EO N-29-20’s provisions concerning public meetings applied through September 30, 2021.

AB 361 authorizes local agencies to continue meeting remotely without following the Brown Act’s standard teleconferencing provisions if the meeting is held during a state of emergency proclaimed by the Governor and either of the following applies: (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the agency has already determined or is determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

EO N-29-20 required legislative bodies to make remote public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body, and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act. AB 361 adds new procedures and clarifies the requirements for conducting remote meetings as follows:

- **Public Comment Opportunities in Real Time:** A legislative body that meets remotely pursuant to AB 361 must allow members of the public to access the

meeting via a call-in option or an internet-based service option, and the agenda for the remote meeting must provide an opportunity for members of the public to directly address the body in real time. Although the agency may still ask for public comments to be submitted in advance, the agency cannot require public comments to be submitted in advance of the meeting. If an agency does not provide a timed public comment period, but takes public comment separately on each agenda item, it must allow a reasonable amount of time per agenda item to allow members of the public the opportunity to provide public comment, including time to “be recognized for the purpose of providing public comment.”

- *No Action During Disruptions:* In the event of a disruption that prevents the local agency from broadcasting the remote meeting, or in the event of a disruption within the local agency’s control that prevents members of the public from offering public comments using the call-in option or internet-based service option, AB 361 prohibits the legislative body from taking any further action on items appearing on the meeting agenda until public access to the meeting via the call-in or internet-based options is restored.
- *Periodic Findings:* To continue meeting remotely pursuant to AB 361, an agency must make periodic findings that: (1) the body has reconsidered the circumstances of the declared emergency; and (2) the emergency impacts the ability of the body’s members to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing. These findings should be made not later than 30 days after teleconferencing for the first time pursuant to AB 361, and every 30 days thereafter.

DISCUSSION

To continue to hold meetings under these special teleconferencing requirements, the City Council Liaison / City Website Steering Committee needs to make two findings pursuant to Government Code Section 54953(e)(3). First, there must be a declared state of emergency and the City Council Liaison / City Website Steering Committee must find that it has reconsidered the circumstances of such emergency. Second, the City Council Liaison / City Website Steering Committee must find that such emergency continues to directly impact the ability of the City Council Liaison / City Website Steering Committee members to meet in person. Alternatively, for the second finding, the City Council Liaison / City Website Steering Committee must find that state or local officials continue to impose or recommend social distancing measures. These findings must be made within 30 days after the City Council Liaison / City Website Steering Committee teleconferences for the first time under AB 361 and every 30 days thereafter.

The declared emergency is still in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. The Centers for Disease Control and Prevention continue to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than 6 feet apart from others for longer periods of time. Additionally, the Los Angeles County Department of Public Health still encourages people at risk for severe illness or death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others

whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing.

Please note that AB 361 applies to all legislative bodies. Therefore, Commissions and standing committees will need to also comply with the requirements of AB 361.

Keith Sterling
Secretary of the City Council Liaison /
City Website Steering Committee

Approved By

RESOLUTION NO. CCL-WSC-01

RESOLUTION OF THE CITY COUNCIL LIAISON / CITY
WEBSITE STEERING COMMITTEE OF THE CITY OF
BEVERLY HILLS AUTHORIZING PUBLIC MEETINGS TO
BE HELD VIA TELECONFERENCING PURSUANT TO
GOVERNMENT CODE SECTION 54953(e) AND MAKING
FINDINGS AND DETERMINATIONS REGARDING THE
SAME

WHEREAS, the City Council Liaison / City Website Steering Committee is committed to public access and participation in its meetings while balancing the need to conduct public meetings in a manner that reduces the likelihood of exposure to COVID-19 and to support physical distancing during the COVID-19 pandemic; and

WHEREAS, all meetings of the City Council Liaison / City Website Steering Committee are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City Council Liaison / City Website Steering Committee conduct its business; and

WHEREAS, pursuant to Assembly Bill 361, signed by Governor Newsom and effective on September 16, 2021, legislative bodies of local agencies may hold public meetings via teleconferencing pursuant to Government Code Section 54953(e), without complying with the requirements of Government Code Section 54953(b)(3), if the legislative body complies with certain enumerated requirements in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the

emergency, meeting in person would present imminent risks to the health or safety of attendees.

3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic (the “Emergency”); and

WHEREAS, the Centers for Disease Control and Prevention continue to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than 6 feet apart from others for longer periods of time; and

WHEREAS, the Los Angeles County “Responding together at Work and in the Community Order (8.23.21)” provides that all individuals and businesses are strongly encouraged to follow the Los Angeles County Public Health Department Best Practices. The Los Angeles County Public Health Department “Best Practices to Prevent COVID-19 Guidance for Businesses and Employers”, updated on September 13, 2021, recommend that employers take steps to reduce crowding indoors and to support physical distancing between employees and customers; and

WHEREAS, due to the ongoing COVID-19 pandemic and the need to promote social distancing to reduce the likelihood of exposure to COVID-19, the City Council Liaison / City Website Steering Committee intends to hold public meetings via teleconferencing pursuant to Government Code Section 54953(e).

NOW, THEREFORE, the City Council Liaison / City Website Steering Committee of the City of Beverly Hills resolves as follows:

Section 1. The Recitals provided above are true and correct and are hereby incorporated by reference.

Section 2. The City Council Liaison / City Website Steering Committee hereby determines that, as a result of the Emergency, meeting in person presents imminent risks to the health or safety of attendees.

Section 3. The City Council Liaison / City Website Steering Committee shall conduct its meetings pursuant to Government Code Section 54953(e).

Section 4. Staff is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. The City has reconsidered the circumstances of the state of emergency and finds that: (i) the state of emergency continues to directly impact the ability of the members to meet safely in person, and (ii) state or local officials continue to impose or recommend measures to promote social distancing.

Section 6. The Secretary of the City Council Liaison / City Website Steering Committee shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be entered in the Book of Resolution of the City Council Liaison / City Website Steering Committee of this City.

Adopted:

ROBERT WUNDERLICH
Presiding Councilmember of the City
Council Liaison / City Website
Steering Committee of the City of
Beverly Hills, California

DRAFT



City of Beverly Hills

**Request for Proposal
RFP-21-010-01**

**Notice Inviting Submission of
Proposals for**

**Website Design, Content Management
System, and Hosting Services**

Due Date: January 6, 2022

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**City of Beverly Hills
Beverly Hills, CA**

**REQUEST FOR PROPOSALS
For
Website Design and Content Management System**

RFP-21-010-01

Due Date: January 6, 2022

OVERVIEW AND BACKGROUND

The City of Beverly Hills ("City") requests proposals from qualified companies (hereinafter referred to as "Contractor" or "Respondent" or "Firm") to provide website design, content management system, development, implementation, and hosting services for the City's website. While the City continues to make improvements to the City's website, a new website will allow for a more dynamic user experience. Additionally, the City's current Content Management System (CMS) was developed over 10 years ago and requires updating.

Beverly Hills is located in the middle of Los Angeles County, surrounded by the cities of Los Angeles, West Hollywood, Santa Monica, and Culver City. Within its 5.7 square mile area, Beverly Hills has approximately 35,000 residents, with a business and commercial base that ranks alongside cities with populations of several hundred thousand.

Internationally recognized for its alluring retail stores, hotels, and exclusive attractions, Beverly Hills attracts visitors from around the world. As a full-service City, police, fire, water treatment, refuse collection, and building inspections, among other municipal services, are provided directly by the City.

OBJECTIVES AND SCOPE OF WORK

The City is seeking a state-of-the-art redesign, website content management system, and website hosting services. The selected Firm will utilize the following "Scope of Work" requirements and measures as part of the contract entered into with the City. The Contractor must create and deliver at least three website design concepts for the City to review that include all of the following elements and details:

DESIGN

- Aesthetically professional and consistent graphic design elements for a new website that provides ease of resources to users;
- Responsive design;
- Adherence to all current ADA compliance guidelines throughout the course of the contract;
- Site consistency among different internet browsers;
- Support for modern browsers with compatibility for older browsers at least 2 versions old;
- Extensive and user-friendly language translation options;

CONTENT MANAGEMENT SYSTEM

- An effective and user friendly content management system that allows for ease of future website management including updates and maintenance to add new pages, documents, images, and other site modules;
- Ability to accept online payments;
- Form creation and processing capabilities;
- Integrate with the City's oAuth SSO implementation for pages and areas that require authentication;
- Ability to consume and use data from external sources such as (but not limited to) agendas, event calendars, and document repositories that prevent the need for staff to re-enter data to multiple applications;
- Provide an API to allow external applications the ability to access website data including (but not limited to) search results;
- Redesign and improve the website's search function to allow users to easily navigate and efficiently locate desired information and services to ultimately promote community support and engagement.
- Ability to include subdomains and external websites to search engine results;
- Provide effective Search Engine Optimization "SEO" and predictive searches on external search engines including (but not limited to) Google, Bing, and Yahoo;
- Migration of documents, images, videos, and events from the old website;
- Migration of page content from the old website;
- Migration of forms and collected form data from the old website;
- A role and workflow system that provides managers and administrators an efficient way to approve, comment or reject published content;
- A role and workflow system that sends notifications to managers and administrators when content is published for their approval and reminders to all when action on the item has not been completed;

HOSTING

- Fast, reliable and secure;
- Fully managed hosting services with general ongoing maintenance and operations support;
- Unlimited and unmetered disk space and bandwidth;
- Maintenance/planned downtime scheduled outside of normal business hours, with at least seven days advance notice to the City;
- The site to be continually monitored for outages and broken links and provide notifications to the City as necessary with a 99.9% uptime guarantee;
- A reliable and tested full backup system with quick recovery services;
- Premium SSL certificate from a trustworthy certificate authority providing Organization Validation (OV) and Extended Validation (EV) certificates;

SUPPORT

- User testing and acceptance process with select citizen representatives;
- Comprehensive training to relevant City staff web authors to provide the necessary education to update the website. City staff web authors should be able to update the website without outside support;
- Telephone support with a two-hour response time from 7:30 AM to 5:30 PM PT Monday through Thursday and 8:00 AM – 5:00 PM PT on Fridays;
- Emergency telephone support with a four-hour response time from 5:31 PM to 7:29 AM PT Monday through Thursday, 5:01 PM to 7:59 AM PT on Friday, and on weekends and holidays. Please state the holidays recognized by your company;
- Attendance at all project management meetings;

- Attendance by the selected Firm at City Council meetings as needed for introduction of the new website to the City Council; and
- Provision of status reports to the City when requested by the City;
- A warranty on all services for at least one year following implementation;

It is important for the selected Firm to uphold the brand of the City of Beverly Hills at all time.

SCHEDULE

The anticipated schedule for submission of this Request for Proposals ("RFP") is as follows:

Solicitation issued:	December 9, 2021
Deadlines for receipt of questions	December 16, 2021
City response to questions	December 30, 2021
Proposal due date	January 6, 2022
Anticipated award date	February 1, 2022
Anticipated start date	February 7, 2022

QUESTIONS

Questions regarding this RFP are to be submitted by email only to Gabrielle Ressa at gressa@beverlyhills.org and copied to Cindy Owens at cowens@beverlyhills.org, **no later than 5:30 PM PT on Thursday, December 16, 2021**. The subject title of such emails should read "RFP-21-010-01 Potential Respondent - (Insert Contractor Name)." Any inquiry should state the question only, without additional information. Questions emailed by potential Respondents and any additional information that the City provides in response to such questions will be posted on PlanetBids by **Thursday, December 30, 2021 at 5:30 PM PT**. Oral responses by any City employee or agent of the City are not binding and shall not in any way be considered as a commitment of the City.

MINIMUM QUALIFICATIONS

Any Respondent that does not meet the minimum qualification criteria may be disqualified. Proposals should provide a description of the Firm's qualifications, proposed solutions, and capabilities to satisfy the requirements of this RFP. The City reserves the right to verify the information provided, including requesting additional documentation regarding how the company meets the minimum eligibility criteria listed below.

- Demonstrated track record with cities or other local government agencies to provide website design, development, and hosting services for at least five (5) years.
- Experience with at least one project with a city serving a population of at least 35,000 residents and a daytime population of at least 300,000 people.
- Respondents must submit complete proposals.
- Respondents' proposals must be valid for not less than one hundred eighty (180) days after the Open Date.
- Respondent must already possess or be able to obtain a City of Beverly Hills Business License and be licensed to do business in the State of California by the Secretary of State. Respondent can see additional details on requirements under the "Contract and Insurance" section of this document.

Respondents must provide complete proposals, including all documents requested by City in this RFP. Submissions with incomplete questionnaires and pricing information are subject to rejection by the City.

ORGANIZATION OF PROPOSAL

A. Proposal Content

Each proposal shall contain the following major sections:

1. **Letter.** The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the Firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the proposal. The proposal shall clearly identify the Firm's legal name and address and the legal form of the Firm (e.g. partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all the information required under this section for each member, and attach a copy of the joint venture agreement. If the Firm is a wholly-owned subsidiary of a "parent company," please identify the "parent company."
2. **Table of Contents.** List major sections in the proposal and the associated page numbers.
3. **Introduction.** Demonstrate the Contractor's experience providing web design and hosting services.
4. **Samples.** A portfolio of work that demonstrates the ability of the applicant to provide website design and hosting services **must be submitted**. The portfolio must encompass at least three projects from the last five years of work.
5. **Project Management.** Describe the plans for accomplishing the required work and the Firm's approach to representing the City, including: the management approach to the work, responsibilities for coordination of work with the City, and lines of communication needed to maintain required contact. Provide a detailed outline of the Firm's current client list and ability to provide timely services.
6. **Staff.** Describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A Project Manager must be designated, and an organizational chart showing the manager and all project staff must be included, if applicable. A matrix must be presented indicating the effort, either in percentage of the total project or in person-hours, which will be contributed by each professional, during each phase or task making up the project.
7. **Qualifications and References.** The proposal must describe the nature and outcome of projects previously conducted by the Contractor which are related to the work described within the RFP. Descriptions should include client contact names, address, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor. Up to three samples of the Firm's work on closely related projects can also be included with the proposal, if available. References (at least three including contact name and phone number) from cities that have used your services for similar projects within the past two years, who are willing to discuss the work of your Firm and/or performance.

References shall include the names of the clients, contact names, phone numbers, addresses, and brief descriptions of the scope of services and funding accomplishments.

8. **Cost Proposal.** The proposal shall include the forms listed in Appendix A, including both the questionnaire and the request for a sample budget. Both the questionnaire and pricing information must be submitted as part of the RFP submittal by the Respondent. It must include a description of the total costs and/or billing rates for services, staff time, equipment, materials, travel, administrative/clerical, overhead and other out-of-pocket expenses, if applicable to this contract. If the Firm uses hourly billing rates (instead of a flat retainer fee), please provide a detailed fee summary with a total annual not to exceed cost. All figures entered on the cost sheets must be clearly legible and justified.
9. **Additional Information.** No other documentation will be required; however, the Respondent may include up to five (5) additional pages which may include elements such as further descriptions of work experience, and sample work projects from other jurisdictions.

SUBMITTAL REQUIREMENTS

Proposals must be prepared in English, and include the forms listed in Appendix A in a readable font as a PDF file. Any submission shall constitute an irrevocable offer for one hundred eighty (180) days following the deadline for its submission. Information contained in the proposal is confidential and shall remain so until a contract is signed.

A. Copies

The Respondent shall submit a final response online through PlanetBids.

B. References

The Respondent shall provide names and contact information for at least three references.

C. Contact

Proposers shall not contact the City's Mayor, Councilmembers, or staff during this RFP process regarding the RFP other than those listed for the question and answer section. Only Contractors currently under contract with the City may have contact with the Mayor, Councilmembers, and staff, however the current Contractor **MUST NOT** discuss this RFP with the City's Mayor, Councilmembers, or staff during this RFP process or they **will be disqualified**.

D. Deadline

Proposers shall submit one (1) digital copy **no later than 2:00 PM PT on Thursday, January 6, 2022**.

To be considered, proposals shall be submitted electronically through the PlanetBids platform at <https://www.beverlyhills.org/BHPlanetBids>. The electronic bid system will close exactly at the date and time set forth in this RFP. Respondents are responsible for submitting and having their proposals accepted before the closing time set forth in the RFP.

NOTE: Pushing the submit button on the electronic bid system may not be instantaneous. It may take time for the Respondent's documents to upload and transmit before the proposal is accepted. It is the Respondent's sole responsibility to ensure their documents are uploaded, transmitted, and arrive in time electronically. The City of Beverly Hills will

have no responsibility for proposals that do not arrive in a timely manner, no matter what the reason.

Until award of a contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful Respondent, all proposals, including those not selected, shall be public records. Any Respondent may withdraw their response by written request, at any time prior to the scheduled closing time for receipt of submittal.

E. Rejection of Proposals

Proposals received after Thursday, January 6, 2022, 2:00 PM PT shall be considered late. Late submittals will be rejected and will not be considered for review.

The City reserves the right in its sole discretion to reject any or all submissions in whole or in part for any reason without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement in the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements in this RFP.

Immaterial deviations may cause a proposal to be rejected. The City may or may not waive an immaterial deviation or defect in a proposal. The City's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Respondent from full compliance with the remaining RFP.

Proposals that contain false or misleading statements may be rejected if in the City's opinion the information was intended to mislead the City regarding a requirement of the RFP. Proposals may be rejected in any case where it is determined that the proposals are not truly competitive, or where the costs presented are not reasonable.

F. Proof of Authority

The proposal must also include the following information: name, title, address, and telephone number of the individual who has authority to bind the Contractor and who may be contacted during the proposal evaluation period. The proposal shall be signed by an official authorized to bind the Contractor and shall contain a statement to the effect that the proposal is a Contractor offer for at least a one hundred eighty (180) day period.

G. Conflict of Interest

The Contractor shall have no interest in other projects or independent contracts that conflict in any manner with the interests of the City. The Contractor shall notify the City of any existing contracts or proposed new contracts which may conflict with the City's interests. **Contractors submitting proposals in response to this RFP must disclose to the City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under an Agreement for Website Design and Hosting Services to be awarded pursuant to this RFP. If this Contractor has no conflict of interest, a statement to that effect shall be included in the proposal.**

EVALUATION CRITERIA AND SELECTION PROCESS

An Evaluation Committee will be established by the City. The City reserves the right to establish criteria and weight factors. Selection of qualified proposers will be based on the following criteria as set forth herein. Criteria are listed in random sequence and are not considered in any rank or order of importance. The proposal will be evaluated by the Evaluation Committee on the basis of the response to all requirements of this RFP.

A. Evaluation

If a Firm submits a complete proposal by the City's deadline, an evaluation of the proposal will be performed, based on a competitive selection process. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation of proposals will not be limited to price alone as technical merit, expertise, track record and references, completeness of proposal documents, and demonstrated successes will be strongly considered in the selection process. The following criteria will be used in reviewing and comparing the proposals:

1. Completeness of proposal documents. The ability, capacity, flexibility, and skill of the Respondent to provide quality performance under the contract, as evidenced by the quality of any demonstration, client references, and any prior contracts with the City.
2. Understanding of the background and requirements of the Scope of Work.
3. The relative allocation of resources, in terms of quality and quantity, to key tasks, including the time and skills of personnel assigned to the tasks; Firm's approach to managing resources and project output; education and experience of proposed personnel; competence; performance; solvency; and responsiveness.
4. Responsiveness of proposal to specifications described in this RFP, including whether the Respondent has agreed to the contracting requirements set forth in this RFP.
5. Cost and compensation required.
6. The ability of the Firm to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances, and all lawful orders, rules, and regulations.

B. Pre-Contractual Expense

Pre-contractual expenses include any expenses incurred by selected Contractors including the following:

1. Preparing proposals in response to this RFP.
2. Submitting proposals to the City.
3. Travel or accommodation to the City to participate in the interview process.
4. Negotiations with the City on any matter related to proposals.
5. Other expenses incurred by a Contractor prior to the date of award of any agreement.

In any event, the City shall not be liable for any pre-contractual expenses incurred by any selected Contractor. Contractors shall not include any such expenses as part of the price proposed in response to this RFP. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

C. Selection Panel

The Selection Panel ("Panel"), composed of City staff will evaluate the proposals considering the scope of work and various evaluation criteria, as described below, and will develop a "short list" of acceptable Firms. Firms not selected to the short list will be notified at that time. Selected Firms will be contacted and an interview will be scheduled. Following interviews, candidate Firms will be ranked. Upon determination of the top-ranked Firm, the Panel will issue a recommendation to the City Council.

Respondents may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews. Previous clients may also be called. The Panel will make recommendations to the City Council on the basis of the proposal, any oral interviews, and reference checks. The City reserves the right to select a Firm based solely on written proposals and not convene oral interviews. The City Council shall have final authority for the selection. It is anticipated that the City Council will consider awarding a bid at a February 2022 City Council Meeting. The Contract would then become effective February 7, 2022, or as soon as it could be executed thereafter.

D. Negotiations

Negotiations will cover the scope of work, the contract schedule duration, contract terms and conditions, technical specifications, and price. If the negotiating team is unable to reach an acceptable agreement with the selected Firm, the team will recommend to the City Manager that the negotiations be terminated and an alternative approach be attempted, including the possibility of entering into negotiations with the second ranking Firm.

No contract or agreement, express or implied, shall exist or be binding on the City before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the City in its sole discretion or if, after the City and the Contractor agree to terms and execute a contract, that contract is terminated for any reason, the City may enter into negotiations and sign a contract with any other Respondent who submitted timely, responsive, and responsible proposals to this RFP, or issue a new RFP and begin the proposal process anew.

At the time of negotiations, the selected Firms and all personnel assigned to this contract shall submit verification, if required by applicable federal, state, or local laws, that it is a registered lobbyist and meets the applicable industry standards.

The City will evaluate the proposals with the intent of selecting the most qualified Contractor. Any contract offered by the City will be awarded in the best interest of the City and in the City's sole discretion. The City may select more than one Contractor for performing website design and hosting services. Evaluation criteria include but are not limited to the following:

- 1) Completeness and thoroughness of the proposal
- 2) Ability to provide website design and hosting services as outlined in the scope of work
- 3) Work experience with other government and/or public sector agencies

The most qualified Respondents may be invited for interviews with City representatives. The City reserves the right to interview as many or as few Respondents as it deems appropriate. The City also reserves the right to make its selection without conducting interviews and award as many or as few contracts it deems appropriate.

CONTRACT AND INSURANCE

The City will prepare an Agreement for implementation between the successful Respondent and the City (See Appendix B for a Sample). The selected Firm's standard form contract will not be considered as an acceptable substitute. The selected Firm shall maintain, at a minimum, the insurance requirements specified in the sample Agreement. The insurance information listed below encompass the City's minimum requirements. **Bidding requirements include providing evidence of coverage including policy endorsements. If a Respondent does not currently have the requirements outlined in the RFP, they must state that, and then must also state their ability to provide what is outlined in the RFP, if they are awarded the agreement.** The City shall have access to the selected Firm's total policy limits beyond the minimum requirements as listed below:

- Insurance shall be issued by an insurer admitted in the State of California and with a rating of at least an A+;VII in the latest edition of Best's Insurance Guide.
- A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.
- A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Scope of Work required by this Agreement.
- Workers' compensation insurance as required by the State of California.
- A policy or policies of Technology Errors & Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.
- Each subcontractor engaged by the Contractor must maintain insurance coverage which meets all the requirements listed in the Agreement (Exhibit C to this RFP).
- All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to the City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.
- All policies of insurance shall include provisions for waiver of subrogation. The Contractor's insurance shall be primary to any coverage available to the City.
- The general and auto liability insurance shall contain an endorsement naming the City as an additional insured.
- City may either immediately terminate the Agreement if the insurance lapses during the Agreement or the City may take out the necessary insurance and pay, at the Contractor's expense, the premium.
- All insurance certificates shall be on file with the City Clerk.
- Any deductibles or self-insured retentions shall be declared to the City and must be approved by the City.
- The insurance amounts required by the Agreement do not limit the City's right to recover against the Contractor or its insurance carriers.

GENERAL INFORMATION AND INSTRUCTIONS

All communications concerning this RFP should be directed to Gabrielle Ressa at gressa@beverlyhills.org and copied to Cindy Owens at cowens@beverlyhills.org.

No questions or comments regarding this RFP are to be directed to the Mayor of the City of Beverly Hills, the Mayor's Office, Beverly Hills City Council, the City Manager, the Director of Finance, any public official, or any City of Beverly Hills trustee other than those listed above.

Any information obtained by the selected Respondent is confidential, and the selected Respondent shall not release or use the information in conjunction with any other endeavor. The issuance of this RFP and receipt of proposals does not commit the City to award a contract, which is at the sole discretion of the City Council. The City reserves the right to negotiate with any Firm which responds to this RFP. The City is not liable for any costs incurred by the Respondent in the preparation and submission of a proposal.

City reserves the right to cancel or revise any section of the RFP prior to the due date, and further reserves the right to extend the due date. Any cancellations or revisions to the RFP will be published on PlanetBids. The information will also be emailed to any Contractor who the City emailed a copy of the RFP to, as well as to any Contractor who has reached out to the City in regards to this bid as directed above. If any Respondent determines that an addendum unnecessarily restricts its ability to bid, it must notify the City no later than three (3) days following the receipt of the addendum.

The City expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any Respondent and of the suitability of the materials and/or services to be rendered. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City reserves the right to modify the RFP schedule described above.

The City will be the sole and exclusive judge of quality, compliance with RFP specifications, or any other matter pertaining to this RFP. The City reserves the exclusive right to award this RFP in any manner it deems to be in the best interest of the City.

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of the City shall affect or modify any terms or obligations of this RFP, or any contract resulting from this RFP.

Respondents are responsible for complying with all federal, state, and local rules and regulations. Respondents agree that the City may, in its sole discretion, at any time prior to the execution of a final contract, accept, reject, or cancel all or any part of a proposal, issue another proposal with terms and conditions similar or different to those set forth above, extend any deadline, and/or supplement, amend, or otherwise modify the proposal.

By submission of a proposal, Respondents acknowledge and agree that the City of Beverly Hills, as a public trust, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded.

Respondents are advised to become familiar with all conditions, instructions, and specifications governing this RFP. Once the award has been made, a failure to have read all the conditions, instructions, and specifications of this RFP document shall not be cause to alter the contract or for the Respondent to request additional compensation.

The successful Respondent shall not assign the contract or subcontract, in whole or in part, without the prior written consent of the City. Such consent shall neither relieve the Respondent from its obligation nor change the terms of the contract.

Each Respondent shall submit in full this completed original RFP document and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work it proposes to furnish. **Respondent's failure to fully and adequately respond to this RFP may render the bid non-responsive and is grounds for rejection by the City.**

Upon the award of the contract to the successful Respondent, the City will require evidence of insurance coverage be furnished prior to issuing a purchase order. **The amounts and types of coverage are specified in Appendix B of this RFP document. All insurance forms must be in a format acceptable to the City.**

Every supplier of materials and services and all Contractors doing business with the City shall be an "Equal Opportunity Employer" as required by Section 2000e of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.

Prices quoted herein must be firm for a period of not less than one hundred eighty (180) days after closing date of this RFP.

RFPs calling for other than a "lump sum" total may be awarded by single item, by groups of items, or as a whole, as the City deems to be in the best interest of the City.

Contractors shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that its Contractors self-accrue their use tax, when applicable, and report the use tax to the State Board of Equalization with a City-assigned permit number. The City's own use tax, which is self-accrued by the City, will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

All materials submitted in response to an RFP will become the property of the City of Beverly Hills and will be returned only at the City's option and at the expense of the Respondent submitting the proposal or bid. One copy of a submitted proposal will be retained for official files and become a public record. However, any confidential material submitted by Respondent that was clearly marked as such will be returned upon request.

CHECKLIST

The Checklist below has been prepared by City. The Checklist may be incomplete; therefore, it is the responsibility of the Respondent to ensure that each item requested within the RFP response is included.

- ☐ Cover Letter which expresses how the Respondent meets the minimum qualifications
- ☐ Proof of Authority
- ☐ A portfolio of work that demonstrates the ability of the applicant to provide website design and hosting services. The portfolio must encompass examples of work that has occurred in the last five years, and must include the names of the cities, the date(s) the services were rendered, and design examples.
- ☐ Three references
- ☐ Appendix A – Experience Form and Questionnaire and Pricing Information (Sample Budget)

APPENDIX A: EXPERIENCE FORM AND QUALIFICATIONS QUESTIONNAIRE

The Respondent shall provide the following information. Failure to fully complete the required information may render the proposal non-responsive and possibly eliminate the proposal from further consideration.

The City is interested in receiving proposals from a variety of Firms for website design and hosting services. Proposals from several Firms will be considered and multiple contracts may be awarded at the discretion of the City.

Respondents should note that a portfolio of work that demonstrates the ability of the applicant to provide website design and hosting services is required in addition to this form. The portfolio must encompass a minimum of three examples of work that occurred in the last five years. The submitted portfolio must include work that is relevant to Task 1 and/or Task 2 of the RFP.

No other documentation will be required, however, the Respondent may include up to five (5) additional pages (not including the required portfolio) which may include elements such as further descriptions of work experience and sample work projects from other jurisdictions.

1. Respondent has been engaged in the website design and hosting services business under the present business name of

_____ for _____ years.
(Name of Business) (Number)

2. Business license # _____ Issued by _____
(Name of City for Business License)

3. Information for the main contact who would be able to answer questions regarding the proposal and its contents.

Name: _____

Title: _____

Phone Number: _____

Email: _____

4. How many full time staff does your Firm currently employ? _____
5. For how many municipal government or public sector organizations is your Firm currently providing website design and hosting services? _____
6. For how many municipal government or public sector organizations has your Firm provided website design and hosting services in the last five (5) years? _____
7. For all clients referenced in Question #5, the Respondent must provide on company business letterhead:

- a. Municipal Government or Public Sector Agency name, location, and personal contact at that agency with telephone number
 - b. Brief description of the scope of work
 - c. Number of years the Respondent has continuously serviced the account
8. The Respondent understands that all listed clients and references may be contacted by the City for the purpose of evaluating proposals. (yes / no).
9. (Option) Briefly describe in the space provided below your qualifications for providing website design and hosting services as described in the scope of services in this RFP, or any other information you'd like to share that exemplifies the qualifications of your Firm. A maximum of two (2) additional pages may be attached to the response if needed.

Print Name

Signature

Date

APPENDIX B: SAMPLE AGREEMENT**AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
CONTRACTOR'S NAME FOR WEBSITE DESIGN AND
HOSTING SERVICES**

NAME OF CONTRACTOR: Insert name of Contractor

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Insert name title

CONTRACTOR'S ADDRESS: Insert street address
Insert city, state, zip code
Attention: Insert name, title

CONTRACTOR'S E.I.N/TAX I.D. NO.: Insert Contractor's Tax I.D. No.

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Dept. Head's Name, Title

COMMENCEMENT DATE: Insert date of commencement

TERMINATION DATE: Insert date of termination

CONSIDERATION: Not to exceed \$ Insert consideration amount

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
CONTRACTOR'S NAME FOR WEBSITE DESIGN AND
HOSTING SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Insert Contractor's name (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above.

☐ The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

If compensation is based on an hourly rate or other rates

☐ CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the rates set forth in Exhibit B.

If compensation is based on a flat fee

☐ CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B.

(b) Expenses

If no reimbursable expenses

☐ The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

If CITY reimburses for certain expenses in addition to compensation

☐ CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall 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.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance

☐ A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in

effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f) The general liability and vehicle liability policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.

(g) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

(i) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONTRACTOR and its insurance carriers.

Section 12. Indemnification.

(a) CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

(b) All duties of CONTRACTOR shall survive termination or expiration of the Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records Retention and Examination. CONTRACTOR shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, with respect to all matters covered under this Agreement for five (5) years after receipt of final payment by CITY under the Agreement. CONTRACTOR shall make all such records and documents available for inspection, copying, or other reproductions, and auditing by authorized representatives of CITY, including the City Manager or designee, free of charge. CONTRACTOR shall make available all requested data and records at reasonable locations within the County of Los Angeles at any time during normal business hours, and as often as CITY deems necessary. If records are not made available within the County of Los Angeles, CONTRACTOR shall pay CITY's travel, hotel and meal costs to the location where the records are maintained. CONTRACTOR must include this provision in all subcontracts made in connection with this Agreement. This provision shall survive the termination of the Agreement.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____, 20____, at Beverly Hills,
California.

CITY OF BEVERLY HILLS
A Municipal Corporation

ROBERT WUNDERLICH
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
HUMA AHMED
City Clerk

CONTRACTOR:

Insert Contractor Name
Insert Title

Insert Contractor Name
Insert Title

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

GEORGE CHAVEZ
City Manager

DAVID SCHIRMER
Chief Information Officer

KEITH STERLING
Chief Communications Officer

SHARON L'HEUREUX DRESSEL
Risk Manager

EXHIBIT A: SCOPE OF WORK

The City is seeking a state-of-the-art redesign, website content management system, and website hosting services. The selected Firm will utilize the following “Scope of Work” requirements and measures as part of the contract entered into with the City. The Contractor must create and deliver at least three website design concepts for the City to review that include all of the following elements and details:

DESIGN

- Aesthetically professional and consistent graphic design elements for a new website that provides ease of resources to users;
- Responsive design;
- Adherence to all current ADA compliance guidelines throughout the course of the contract;
- Site consistency among different internet browsers;
- Support for modern browsers with compatibility for older browsers at least 2 versions old;
- Extensive and user-friendly language translation options;

CONTENT MANAGEMENT SYSTEM

- An effective and user friendly content management system that allows for ease of future website management including updates and maintenance to add new pages, documents, images, and other site modules;
- Ability to accept online payments;
- Form creation and processing capabilities;
- Integrate with the City's oAuth SSO implementation for pages and areas that require authentication;
- Ability to consume and use data from external sources such as (but not limited to) agendas, event calendars, and document repositories that prevent the need for staff to re-enter data to multiple applications;
- Provide an API to allow external applications the ability to access website data including (but not limited to) search results;
- Redesign and improve the website's search function to allow users to easily navigate and efficiently locate desired information and services to ultimately promote community support and engagement.
- Ability to include subdomains and external websites to search engine results;
- Provide effective Search Engine Optimization “SEO” and predictive searches on external search engines including (but not limited to) Google, Bing, and Yahoo;
- Migration of documents, images, videos, and events from the old website;
- Migration of page content from the old website;
- Migration of forms and collected form data from the old website;
- A role and workflow system that provides managers and administrators an efficient way to approve, comment or reject published content;
- A role and workflow system that sends notifications to managers and administrators when content is published for their approval and reminders to all when action on the item has not been completed;

HOSTING

- Fast, reliable and secure;
- Fully managed hosting services with general ongoing maintenance and operations support;
- Unlimited and unmetered disk space and bandwidth;

- Maintenance/planned downtime scheduled outside of normal business hours, with at least seven days advance notice to the City;
- The site to be continually monitored for outages and broken links and provide notifications to the City as necessary with a 99.9% uptime guarantee;
- A reliable and tested full backup system with quick recovery services;
- Premium SSL certificate from a trustworthy certificate authority providing Organization Validation (OV) and Extended Validation (EV) certificates;

SUPPORT

- User testing and acceptance process with select citizen representatives;
- Comprehensive training to relevant City staff web authors to provide the necessary education to update the website. City staff web authors should be able to update the website without outside support;
- Telephone support with a two-hour response time from 7:30 AM to 5:30 PM PT Monday through Thursday and 8:00 AM – 5:00 PM PT on Fridays;
- Emergency telephone support with a four-hour response time from 5:31 PM to 7:29 AM PT Monday through Thursday, 5:01 PM to 7:59 AM PT on Friday, and on weekends and holidays. Please state the holidays recognized by your company;
- Attendance at all project management meetings;
- Attendance by the selected Firm at City Council meetings as needed for introduction of the new website to the City Council; and
- Provision of status reports to the City when requested by the City;
- A warranty on all services for at least one year following implementation;

It is important for the selected Firm to uphold the brand of the City of Beverly Hills at all time.

Infectious Disease

A. The Federal Government and State of California, the County of Los Angeles, and CITY have declared an emergency due to a global pandemic caused by an infectious coronavirus which causes a disease referred to as COVID-19. In an effort to support and maintain a safe and healthy workplace for CITY employees and the community, CITY is requiring all Contractors and CONTRACTOR to immediately monitor and track the signs and symptoms of COVID-19, the common cold and influenza for all of its employees and subcontractors (collectively "CONTRACTOR employees") assigned to CITY projects that come onsite to any CITY facility to perform services under the Agreement.

B. CONTRACTOR shall notify CITY immediately in writing if CONTRACTOR or CONTRACTOR employees have come in contact with anyone with an infectious disease or has contracted an infectious disease. Such CONTRACTOR employees shall immediately cease performing services under the Agreement.

C. CONTRACTOR shall monitor CONTRACTOR employees' signs and symptoms with written logs. CONTRACTOR shall do and maintain a daily recording of the following:

1. Require CONTRACTOR employees to take their temperature each time they enter and exit CITY facilities (both before and after work is performed at CITY facilities).

2. If CONTRACTOR employees have a fever (100°F or higher), are coughing, have trouble breathing or other symptoms of COVID-19, the common cold, or influenza:

(a) Do not have CONTRACTOR employees report to work.

(b) Contact your CITY Responsible Principal.

(c) Direct CONTRACTOR employees to:

- i. Not go out in public.
- ii. Avoid contact with others.
- iii. Not travel while sick.
- iv. Cover mouth and nose with a tissue or sleeve (not hands), while coughing or sneezing.
- v. Wash hands often with soap and water for at least 20 seconds to avoid spreading illnesses such as the common cold, influenza or COVID-19 to others.
- vi. If soap and water are not readily available, use an alcohol-based hand sanitizer, which contains 60%-95% alcohol or solutions available for use at the facility.
- vii. Wear face coverings at all times unless alone in a vehicle, personal office or cubical,

3. CONTRACTOR shall disinfect all areas that CONTRACTOR's employees come in contact with while performing services under the Agreement before and after usage.

4. CONTRACTOR employees shall not return to any CITY facility until they meet the guidance* of the Los Angeles County Department of Public Health.

* CONTRACTOR acknowledges it has reviewed, understands and will follow the Los Angeles County Department of Public Health guidance for managers.

D. CONTRACTOR shall also maintain daily monitoring and record keeping in connection with CITY projects where CONTRACTOR employees come on site for the following information:

1. Projects are adhering to Social Distancing** and Industry Safety Standards for employees and the public. Please review Los Angeles County Department of Public Health guidelines for social distancing.

2. CONTRACTOR employees are not working while sick.

3. CONTRACTOR shall notify their CITY Project Manager or CITY Responsible Principal prior to reporting on site daily.

4. CONTRACTOR shall contact their CITY Project Manager or CITY Responsible Principal to reschedule non-essential services.

E. CONTRACTOR shall provide employees with handwashing and sanitizing equipment.

These requirements apply to all vendors and their employees regardless of whether they are fully vaccinated or not. CITY encourages and supports the choice to be vaccinated but is not requiring that employees, Contractors, consultants, and vendors get vaccinated or provide proof of vaccination.

CONTRACTOR shall be required to know and adhere to Los Angeles County Public Health Order <http://publichealth.lacounty.gov/media/Coronavirus/reopening-la.htm#orders>.

For the latest CITY updates and COVID-19 related FAQs please visit <http://www.beverlyhills.org/novelcoronavirus>

CITY reserves the right to review CONTRACTOR's daily logs to ensure compliance with this Agreement. CITY has the right to send CONTRACTOR employees home who do not comply with these requirements. CONTRACTOR shall maintain the recordings and logs in accordance with the Agreement.

For questions, please contact CITY's Responsible Principal or Risk Management at 310-285-1073.

DRAFT

EXHIBIT B: SCHEDULE OF PAYMENT AND RATES

(a) Rates/Compensation

- (b) CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in this Exhibit.

DRAFT

EXHIBIT C: CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

A.

B.

C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____

Authorized Insurance Representative

TITLE: _____

AGENCY: _____

ADDRESS: _____