



CITY OF EXETER

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL (RFP) NO. 2026-05

**WEBSITE REDESIGN, CONTENT MANAGEMENT SYSTEM (CMS),
HOSTING, AND ACCESSIBILITY COMPLIANCE SERVICES**

1. Introduction:

The City of Exeter invites qualified firms to submit proposals for the design, development, implementation, hosting, maintenance, and ongoing support of a new municipal website. The selected vendor shall provide a modern, secure, mobile-responsive website that complies with current ADA accessibility requirements and industry best practices.

2. City Background:

The City of Exeter is a full-service municipality in Tulare County, California, serving a population of approximately 10,321 residents. The City's website is a primary communication tool for residents, businesses, and visitors.

3. Project Objectives:

- Modernize the City's website.
- Improve navigation and search.
- Meet WCAG 2.1 AA accessibility requirements.
- Provide an easy-to-use CMS.
- Migrate existing content.
- Improve cybersecurity.
- Provide ongoing hosting, maintenance, and support.

4. Scope of Services:

The selected consultant shall provide:

- Website discovery and planning
- Custom design
- Content migration
- Responsive/mobile design
- ADA accessibility review and monitoring
- Hosting
- Security updates
- Staff training
- Warranty and ongoing support
- Analytics
- Search functionality
- Emergency alert banner
- Calendar
- News module
- Online forms

- Staff directory
- Agenda and meeting integration
- Social media integration

5. Minimum Technical Requirements

- WCAG 2.1 Level AA compliant
- Secure cloud hosting
- SSL certificate
- Daily backups
- Role-based permissions
- Unlimited staff editors
- Unlimited webpages
- PDF accessibility tools
- Broken link monitoring
- Spanish translation capability
- 99.9% uptime SLA

6. Vendor Qualifications

Demonstrated experience with California municipal government websites, at least five comparable projects completed within the past five years, and three client references.

7. Proposal Contents

Include:

1. Cover Letter
2. Company Profile
3. Project Team
4. Relevant Experience
5. Technical Approach
6. Implementation Schedule
7. Training Plan
8. Support Plan
9. Cost Proposal
10. References

8. Evaluation Criteria

Evaluation Criteria	Maximum Points
Qualifications and Experience with Municipal Website Projects	20
Proposed Website Design, User Experience, and Functionality	20
Technical Capabilities, CMS Features, and Security	20
ADA Accessibility Compliance and Ongoing Accessibility Services	15
Project Approach, Implementation Schedule, and Training	10
Cost Proposal and Overall Value	15
Total Possible Points	100

9. Tentative Schedule

The City reserves the right to modify this schedule as necessary. Any changes will be communicated through an addendum to the Request for Proposals.

Milestone	Date
RFP Released	August 17, 2026
Deadline for Questions	August 28, 2026, by 5:00 p.m.
Responses to Questions Posted	September 4, 2026
Proposal Submission Deadline	September 18, 2026, by 4:00 p.m.
Proposal Evaluation Period	September 18 – September 25, 2026
Optional Vendor Interviews/Demonstrations	Week of September 28, 2026
City Council Consideration of Contract Award	October 13, 2026

Milestone	Date
Project Kickoff	October 2026
Target Website Launch	January – March 2027

10. Proposal Submission Requirements

Proposals must be received no later than **4:00 p.m. (Pacific Time) on Friday, September 18, 2026.**

The City will only accept proposals submitted electronically via email. Paper copies, fax submissions, or proposals delivered by any other method will not be accepted.

Proposals shall be submitted in PDF format and emailed to:

Francesca Nevarez

City Clerk/Human Resources Manager

City of Exeter

Email: fquintana@exetercityhall.com

The subject line of the email shall read:

“RFP No. 26-05 – Website Redesign, Content Management System (CMS), Hosting, and Accessibility Compliance Services”

It is the sole responsibility of the proposer to ensure that the proposal is received by the City prior to the stated deadline. Proposals received after the deadline, regardless of the reason, may be deemed non-responsive and may not be considered.

Proposers are encouraged to submit their proposals sufficiently in advance of the deadline to avoid transmission delays or technical issues. The City is not responsible for delayed, incomplete, corrupted, or undeliverable email transmissions.

Following the proposal deadline, the City will review submissions for completeness and responsiveness in accordance with the requirements of this RFP. The City reserves the right to request clarifications or additional information from proposers as part of the evaluation process.

11. Questions Regarding the RFP

All questions regarding this Request for Proposals shall be submitted in writing by email no later than **5:00 p.m. (Pacific Time) on Friday, August 28, 2026.**

Questions shall be directed to:

Francesca Nevarez

City Clerk/Human Resources Manager

Email: fquintana@exetercityhall.com

12. RFP Availability and Addenda

This Request for Proposals (RFP), together with all associated documents, exhibits, appendices, and any future addenda, will be available exclusively through the following locations:

- [City of Exeter – Bid Opportunities and Requests for Proposals](#)
- [BidNet Direct – City of Exeter Procurement Portal](#)

It is the responsibility of each prospective proposer to regularly monitor these websites for the issuance of addenda, updates, responses to questions, or other information related to this RFP. The City will not be responsible for notifying individual firms of changes or revisions issued through an addendum.

Only written addenda issued by the City of Exeter shall modify the requirements of this RFP. Oral statements, interpretations, or representations made by City staff or others shall not be binding.

13. Contract Terms and Conditions

The following terms and conditions apply to this Request for Proposals (RFP) and any resulting agreement:

- The selected proposer will be required to enter into the City of Exeter's standard Professional Services Agreement prior to the commencement of any work. A copy of the agreement is attached as **Appendix A**. Proposers shall identify any requested exceptions or proposed modifications to the agreement within their proposal.
- The term of the agreement, including any renewal or extension options, will be negotiated with the selected proposer and approved by the City Council as part of the contract award.
- The selected proposer shall maintain all insurance coverage required by the Professional Services Agreement throughout the duration of the contract.
- This RFP and any resulting agreement are subject to the California Public Records Act (Government Code section 7920.000 et seq.). Proposals submitted in response to this

RFP may become public records following the completion of the procurement process, except for information that is exempt from disclosure under applicable law.

- The City reserves the right to reject any or all proposals, waive any informalities or irregularities, request clarification of proposals, negotiate with one or more proposers, or cancel this RFP at any time if it is determined to be in the City's best interest.
- The City shall not be responsible for any costs incurred by proposers in the preparation, submission, presentation, or negotiation of proposals submitted in response to this RFP.
- Issuance of this RFP does not obligate the City to award a contract or expend any funds. Any contract resulting from this solicitation shall become effective only upon approval by the City Council and execution by all authorized parties.

14. Insurance

The selected firm will be required to provide evidence of the following insurance coverage prior to contract execution:

- Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate (per project or location), and \$1,000,000 products and completed operations aggregate
- Professional Liability (Errors & Omissions): \$2,000,000 per claim and in the aggregate
- Business Automobile Liability: \$1,000,000 each accident
- Workers' Compensation as required by California law and Employer's Liability: \$1,000,000 each accident or disease
- Cyber Liability: \$2,000,000 per claim

The City of Exeter shall be named as an additional insured on all applicable policies

The comprehensive insurance requirements are included in the Contract Services Agreement, attached hereto and made a part hereof.

15. General Conditions

The City reserves the right to reject any or all proposals, waive informalities, request additional information, negotiate with the highest-ranked proposer, or cancel the solicitation at any time.

16: Appendices

The following appendices are attached to and incorporated into this Request for Proposals (RFP):

1. Appendix A: City of Exeter Standard Professional Services Agreement
2. Appendix B: Cost Proposal Form
3. Appendix C: Municipal Client References Form

CONTRACT

SERVICES AGREEMENT FOR WEBSITE REDESIGN, CONTENT MANAGEMENT SYSTEM (CMS), HOSTING, AND ACCESSIBILITY COMPLIANCE SERVICES

This Agreement, entered into this [DAY] day of [MONTH] 2026, by and between the City of Exeter, hereinafter referred to as the "CITY", and [COMPANY NAME] hereinafter referred to as the "PROVIDER".

W I T N E S S E T H

WHEREAS, the CITY is authorized and empowered to employ service providers in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain services to assist in the preparation and completion of the items of work described as "Scope of Work" in Exhibit "A", and hereinafter referred to as the "SERVICES"; and

WHEREAS, the PROVIDER represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and PROVIDER agree as follows:

I. SERVICES TO BE PERFORMED BY THE PROVIDER

- A. Authorized Scope of Work: The PROVIDER agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described and the cost identified in Exhibit "A" - Scope of Work

SERVICES.

II. TIME OF PERFORMANCE

The PROVIDER shall commence performance of this Agreement within [NUMBER] days of PROVIDER's Notice to Proceed following City Council approval of this Agreement and shall complete the work within the timeframes outlined in Exhibit "A", unless otherwise extended in writing by CITY, in its sole discretion.

If the PROVIDER fails to complete the SERVICES within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the PROVIDER on that basis.

PROVIDER shall not be responsible for delays which are due to causes beyond the PROVIDER's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the PROVIDER agrees to accept, as payment in full, a monthly sum not to exceed
- B. (\$_____). This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and SERVICES identified in Exhibit "A".
- C. Payment of Compensation: The PROVIDER shall be compensated monthly no later than thirty (30) days following submission of a written, verified billing invoice to the CITY.

IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The City Administrator shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Exeter is specifically required.
- B. PROVIDER: [COMPANY NAME] shall represent and act as principle for PROVIDER in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or PROVIDER may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the PROVIDER specifying the effective date thereof, at least thirty (30) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
 - 1. If the PROVIDER fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
 - 2. If the PROVIDER fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C. Post-Termination:
 - 1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
 - 2. The PROVIDER shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the PROVIDER. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather.
 - 3. Should the Agreement be terminated with or without cause, the PROVIDER shall provide the CITY with all finished and unfinished documents, data, photographs, reports, access keys or badges, etc. related to the SERVICES.
 - 4. Upon termination, with or without cause, PROVIDER will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid PROVIDER exceed the total compensation agreed to herein.
 - 5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the PROVIDER was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
 - 6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VI. INTEREST OF OFFICIALS AND THE PROVIDER

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
 - 1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 - 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The PROVIDER hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The PROVIDER further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. NO PERSONNEL, AGENCY OR COMMISSION

The PROVIDER warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the PROVIDER for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VIII. SUBCONTRACTING

- A. The PROVIDER shall not subcontract or otherwise assign any portion of the SERVICES to be performed under this Agreement without the prior written approval of the CITY.
- B. In no event shall the PROVIDER subcontract services in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a PROVIDER performing the particular type of services.

IX. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the PROVIDER shall be, and is, an independent contractor and is not an agent or employee of the CITY. The PROVIDER has and shall retain the right to exercise full control and supervision of all persons assisting the PROVIDER in the performance of said services hereunder. The PROVIDER shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

X. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XI. DOCUMENTS/DATA

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by PROVIDER pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from PROVIDER will be at CITY's sole risk and without liability to PROVIDER. Further, any and all liability arising out of changes made to PROVIDER's deliverables under this Agreement by CITY or persons other than PROVIDER is waived as against PROVIDER, and the CITY assumes full responsibility for such changes unless the CITY has given PROVIDER prior notice and has received from PROVIDER written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the PROVIDER pursuant to this Agreement, shall be made available to any individual or organization by the PROVIDER without the prior written approval of the CITY. Notwithstanding the foregoing, however, the PROVIDER shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.
- C. Copyrights: The PROVIDER shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XII. INDEMNIFICATION AND INSURANCE

- A. To the fullest extent permitted by law, PROVIDER shall indemnify, defend, and hold harmless the CITY, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the PROVIDER's negligence, recklessness or willful misconduct in its performance of its obligations under this agreement or out of the operations conducted by PROVIDER. In the event the City indemnitees are made party to any action, lawsuit, or other adversarial proceeding arising from PROVIDER's performance of this agreement, the PROVIDER shall provide a defense to the City indemnitees, or at the CITY's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.
- B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, PROVIDER agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with PROVIDER's (or PROVIDER's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the sole negligence or willful misconduct of CITY.
- C. Without limiting CITY's right to indemnification, it is agreed that PROVIDER shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage placed with insurances approved to do business in California with an AM Best Rating of A-;VII or higher as follows:
 - 1. Workers Compensation and Employer's Liability: PROVIDER shall maintain Workers' Compensation Insurance as required by California statutes and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident or disease. PROVIDER shall submit to CITY, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
 - 2. Commercial General Liability: PROVIDER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000)

general aggregate, and One Million Dollars (\$1,000,000) products and completed operations aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The general aggregate limit shall apply separately to this SERVICES/location or the general aggregate limit shall be doubled. PROVIDER'S general liability policies shall allow and be endorsed primary and shall not seek contribution from the CITY'S coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. For construction services, an endorsement providing completed operations coverage for the additional insured using ISO form CG 20 37 (or equivalent) is also required. PROVIDER shall submit to CITY, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Any failure to comply with reporting provisions of the policies by PROVIDER shall not affect coverage provided the CITY.

Coverage shall state PROVIDER insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Business Automobile Liability: PROVIDER shall provide automobile liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than One Million Dollars (\$1,000,000) each accident. The policy shall provide and be endorsed that the City, its officers, officials, employees, agents, and volunteers are included or named as additional insureds. PROVIDER shall submit to CITY, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
 4. Professional Liability Insurance: Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required of this agreement.
 5. Cyber Liability: Two Million Dollars (\$2,000,000) per claim.
- D. CITY'S Risk Manager is hereby authorized to modify the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.
- E. Each insurance policy required by this Agreement shall contain the following clause:
- "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Exeter, 100 N. C Street, Exeter, CA 93221." If a carrier will not provide the required notice of cancellation, the PROVIDER shall provide written notice to the City of a cancellation no later than ten (10) business days before cancellation.
- F. The City of Exeter shall be named as an additional insured on all applicable policies. Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the PROVIDER.

- G. Prior to commencing any work under this Agreement, PROVIDER shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. PROVIDER shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be PROVIDER's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- H. Subcontractors: PROVIDER must enter into a written and executed contract agreement with each of its subcontractors that provide materials, services, or perform work for the PROVIDER under this Agreement. The contract agreement must contain a defense, indemnification and hold harmless provision in favor of the City and its officers, officials, employees, agents, and volunteers. The contract agreement shall also cause the subcontractor to comply with the insurance requirements required of the PROVIDER, including providing an additional insured endorsement for ongoing and, for construction work or services, for completed operations for equal risk level activities and operations as solely determined by the City. The City reserves the right to modify the insurance coverages and limits based on the nature of the risk or other special circumstances PROVIDER shall obtain certificates of insurance and policy endorsements from each of its subcontractors and provide a copy to City upon request.
- I. In addition to any other remedies CITY may have if PROVIDER fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
 2. Order PROVIDER to stop work under this Agreement and/or withhold any payment(s) which become due to PROVIDER hereunder until PROVIDER demonstrates compliance with the requirements hereof; or
 3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for PROVIDER's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which PROVIDER may be held responsible for payments of damages to persons or property resulting from PROVIDER's or its subcontractor's performance of the work covered under this Agreement.

XIII. NON-DISCRIMINATION

PROVIDER and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, or any other classification protected by federal or state law, in the performance of this Agreement. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XIV. MISCELLANEOUS PROVISIONS

- A. Asbestos and Hazardous Materials: In providing its services hereunder, PROVIDER shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the SERVICES. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the service location, CITY

shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify PROVIDER, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to PROVIDER arising therefrom.

- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- C. Prohibition of Assignment: Neither the CITY nor PROVIDER shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- D. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- E. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the PROVIDER, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF EXETER
100 N. C Street
Exeter, CA 93221
Attention: CITY CLERK

PROVIDER
Attention: [NAME]
Phone: [NUMBER]
Email: [EMAIL]

- F. Jurisdiction/Venue/Waiver Of Removal: This Agreement is entered into and is to be performed in Tulare County, California. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The PROVIDER hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- G. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the PROVIDER as to those matters contained herein. In case of conflict between any of the terms and conditions of this Agreement and any PROVIDER proposal or attachment, the terms and conditions of this Agreement shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the PROVIDER.
- H. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- I. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- J. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- K. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- L. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

- M. Firearms Prohibited: Guns may not be carried by contractors /vendors/PROVIDERs while working on City of Exeter premises without the expressed written approval of a City of Exeter Department Head, or an exemption in the contract. If a contractor/vendor/PROVIDER is caught carrying a gun, without City permission, their contract will be terminated.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF EXETER

PROVIDER

Jason Ridenour,, City Administrator

[NAME]

Approved as to Form

Julia Lew, City Attorney

Francesca Nevarez, SERVICES Manager

Attachments:

Exhibit "A": Scope of Work and
Schedule of Fees for Services

EXHIBIT 'A'
SCOPE OF WORK AND SCHEDULE OF FEES FOR SERVICES

APPENDIX 'B'

COST PROPOSAL FORM

Complete this Cost Proposal Form and include it with your proposal. All prices shall be stated in U.S. dollars and shall remain valid for a minimum of ninety (90) days following the proposal submission deadline.

Cost Item	Proposed Cost
One-Time Website Design & Implementation	\$ _____
Website Discovery / Planning	\$ _____
Content Migration	\$ _____
CMS Configuration	\$ _____
Staff Training	\$ _____
ADA Accessibility Implementation	\$ _____
Annual Website Hosting	\$ _____
Annual Software Licensing	\$ _____
Annual Maintenance & Technical Support	\$ _____
Annual Accessibility Monitoring	\$ _____
Optional Services (Itemize Separately)	\$ _____
TOTAL ONE-TIME COST	\$ _____
TOTAL ANNUAL RECURRING COST	\$ _____

Additional Information

Hourly rate for additional services: _____

Annual cost escalation (if applicable): _____

Certification

I certify that the pricing contained in this Cost Proposal is true and correct and that I am authorized to submit this proposal on behalf of the firm.

Firm Name	_____
Authorized Representative	_____
Title	_____
Signature	_____
Date	_____

APPENDIX 'C'

MUNICIPAL CLIENT REFERENCES FORM

Provide information for at least three (3) California municipal government clients for whom your firm has provided comparable website redesign, CMS, hosting, or accessibility services within the past five (5) years.

Reference 1

Agency Name	
Population Served	
Contract Amount	
Project Completion Date	
Contact Name	
Contact Title	
Phone Number	
Email Address	

Reference 2

Agency Name	
Population Served	
Contract Amount	
Project Completion Date	
Contact Name	
Contact Title	
Phone Number	
Email Address	

Reference 3

Agency Name	
Population Served	
Contract Amount	
Project Completion Date	
Contact Name	
Contact Title	
Phone Number	
Email Address	

Certification

I certify that the information provided above is true and complete.

Firm Name	
Authorized Representative	
Title	
Signature	
Date	