



### Project Development with Optional Redesign

<b>Organization</b>	City of Pensacola	<b>URL</b>	cityofpensacola.com	
<b>Street Address</b>	222 W Main St			
<b>Address 2</b>				
<b>City</b>	Pensacola	<b>State</b>	FL	<b>Postal Code</b>
				32501
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.				
<b>Emergency Contact &amp; Mobile Phone</b>	Grant Corbin (850) 490 0927			
<b>Emergency Contact &amp; Mobile Phone</b>	Derek Cosson (850) 530-6133			
<b>Emergency Contact &amp; Mobile Phone</b>	Paul Jones (850) 572-9938			
<b>Billing Contact</b>	Sherry Posey	<b>E-Mail</b>	sposey@cityofpensacola.com	
<b>Phone</b>	(850) 436-5623	<b>Ext.</b>	<b>Fax</b>	(850) 595-1281
<b>Billing Address</b>	P.O. Box 12910			
<b>Address 2</b>				
<b>City</b>	Pensacola	<b>ST</b>	FL	<b>Postal Code</b>
				32521
<b>Tax ID #</b>	59-6000406	<b>Sales Tax Exempt #</b>	85-8013857340C-8	
<b>Billing Terms</b>	Design/Content/Training	<b>Account Rep</b>	Chris Gladu	
Info Required on Invoice (PO or Job #)				
<b>Contract Contact</b>	George Maiberger	<b>Email</b>	gmaiberger@cityofpensacola.com	
<b>Phone</b>	(850) 435-1837	<b>Ext.</b>	<b>Fax</b>	
<b>Project Contact</b>	Grant Corbin	<b>Email</b>	gcorbin@cityofpensacola.com	
<b>Phone</b>	(850) 436-5618	<b>Ext.</b>	<b>Fax</b>	(850) 595-1281

### Terms & Conditions

#### Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") will create a unique website for the City of Pensacola ("Client"), utilizing the same contract terms as the Town of Palm Beach as specified in RFP No. 09-2013-Website Design and Replacement, that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.
2. After 48 consecutive months under these terms and associated pricing, Client becomes fully eligible for a CP Basic Redesign at no additional cost. See Exhibit B for complete details.

#### Additional Services

3. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, site modification, Training services (Project Development Services), Additional Page and/or Graphic Design that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live. Services that involve billable time



## Service & License Agreement for Pensacola, FL

beyond the contracted amount will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred.

4. Client may contract with CivicPlus for additional Annual Support, Maintenance & Hosting services that exceed those defined in Exhibit A. CivicPlus will invoice Client for annual services immediately prior to project Go-Live. Modules that incur additional usage fees may be purchased and activated at any time.
5. Acceptance of this Agreement signifies Client's approval of any billable time specifically related to training services as detailed in Exhibit A, wherein a stated number of attendees is specified. Coverage for additional attendees not covered under this agreement is billed at a per diem rate specified in Exhibit A.

### Billing & Payment Terms

6. One-third of the total First Year Fee will be billed upon completion of design; one-third of the total First Year Fee will be billed upon completion of content. The remainder of the total First Year Fee and any additional Project Development services will be invoiced after training has been completed.
7. The Client shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately after completing training the final bill for the project development services will be billable and payable. All Parties agree that the website will not go-live until the project is accepted in writing by the Client.
8. Total First Year invoices are due by the first of the following month, but no later than 30 days from invoice date. Project Development will be discontinued if payment is not made within 30 days after the invoice due date subject to State Statutes – Florida Prompt Payment Act.
9. Invoicing for Year 2 Annual Support, Maintenance & Hosting begins one (1) year from contract signing.
10. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year, and are invoiced prior to the year of service.
11. After project go-live, if the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
12. Pursuant to the Florida Prompt Payment Act, a finance charge of 1 percent (%) per month will be added to past due accounts. Payments Received will be applied first to finance charges, then to the oldest outstanding invoice(s).
13. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay \$250 per completed request. Provided the Client's account is current, upon termination of services Client may request a complimentary electronic copy of website Customer Content and CivicPlus Government Content Management System ("GCMS") software.

### Agreement Renewal

14. This Agreement is to provide a revised and updated website and provide for ongoing maintenance, hosting and support. The contract is in effect upon signing of both parties. The contract is renewable annually for up to three (3) additional twelve (12) month periods. In the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, CivicPlus will invoice the Client for the next year's Annual Support, Maintenance and Hosting, at which time the Client may pay the invoice and continue services or may give notice of cancellation. The option for renewal will only be exercised upon written mutual agreement with all original terms, conditions and pricing. Any renewal will be subject to appropriation of funds by the City Council.
15. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Basic Redesign at no additional cost.
16. Either party may terminate the agreement at the end of the contract term by providing the other party with 30 days written notice prior to the contract renewal date.
17. In the event of contract termination, Client forfeits eligibility for the CP Basic Redesign and all funds applied to such eligibility.
18. Each year this Agreement is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Support, Maintenance & Hosting costs will be applied.



19. Client may terminate this Agreement if CivicPlus is found in default of any obligation hereunder which has not been cured within thirty (30) days after receipt of written notice of such default. In addition, if at any time after commencement of service, client determines that such services are inadequate, unsatisfactory, or substantially not conforming to the descriptions, warranties, or representations contained herein, the client may terminate the Agreement upon 30 days written notice to CivicPlus. Payment will only be made for acceptable work in accordance with the Florida Prompt Payment Act.
20. In the event of early termination of this Agreement by the Client, full payment of the remainder of the contract is due within 15 days of termination.

#### Support

21. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
22. Support includes providing technical support of the GCMS software, application support (pages and modules), and technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
23. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the GCMS software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
24. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

#### Marketing

25. Client will work with the CivicPlus Marketing Department to make a reasonable attempt to gather information and meet deadlines associated with website award contest entries throughout the term of this agreement, and to create a case study related to their website.
26. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
27. Client allows CivicPlus to display a "Powered by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.

#### Intellectual Property, Ownership & Content Responsibility

28. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content, as well as the GCMS software.
29. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
30. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS software in any way; (ii) modify or make derivative works based upon the GCMS software; (iii) create Internet "links" to the GCMS software or "frame" or "mirror" any GCMS administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS software, or (c) copy any ideas, features, functions or graphics of the GCMS software.
31. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS software are trademarks of CivicPlus, and no right or license is granted to use them.

#### Indemnification

32. Subject to the provisions and limitations set forth in Florida Statute 768.28 relating to sovereign immunity, Client shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including reasonable attorney's fees to the extent such claims, demands, penalties, losses, fines, liabilities, damages and expenses including reasonable attorney's fees arise out of the sole negligence of the Client. CivicPlus shall defend, indemnify and hold harmless Client, its officers, employees, and



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agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages and expenses including reasonable attorney's fees in connection with the operations of and installation of software contemplated by the Agreement to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CivicPlus and persons employed or utilized by CivicPlus in the performance of this Agreement. This paragraph is not intended to benefit entities not a party to this contract.

33. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
34. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

### Force Majeure

35. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

### Venue

36. Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

### Attorney's Fees

37. The prevailing party in any action, claim or proceeding arising out of this contract shall be entitled to attorney's fees and costs from the losing party.

### State Law Application

38. The law of the State of Florida shall be the law applied in the resolution of any action, claim or other proceeding arising out of this contract.

## Project Development

<b>Phase 1: Analysis and Timeline Development</b> <u>Deliverable:</u> Project Timeline and worksheets	<b>\$4,371</b>
<b>Phase 2: Website Design</b> <u>Deliverable:</u> Website Design Composition	<b>\$6,765</b>
<b>Phase 3: Navigation Architecture Development</b> <u>Deliverable:</u> Navigation structure optimized for your website	<b>\$1,436</b>
<b>Phase 4: Modules and Site Setup</b> <u>Deliverable:</u> Set up fully functional site, software that runs the site, and site's statistical analysis.	<b>\$5,623</b>
<b>Phase 5: Content Development</b> up to 100 standard pages and up to 500 supporting elements <u>Deliverable:</u> Website content development and module content.	<b>\$5,351</b>
<b>Phase 6: Test and Review, Establish Future Expectations</b> <u>Deliverable:</u> List of items that need to be addressed	<b>\$3,386</b>
<b>Phase 7: 4 Days of On-Site Training</b> for up to 12 employees <i>Quote includes travel expenses (\$80 per person per day for the 13th attendee and beyond)</i> <u>Deliverable:</u> Train System Administrator(s) on GCMS Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	<b>\$8,360</b>
<b>Phase 8: Go-Live and Project Review</b> <u>Deliverable:</u> Final project review report	<b>\$2,544</b>
<b>Phase 9: Marketing</b> <u>Deliverable:</u> Registration of site with all major search engines	<b>\$567</b>
<b>Phase 10: Ongoing Consultation</b> <u>Deliverable:</u> Site review with recommendations for enhancements to improve visitor interaction; layout, design and content recommendations.	<b>Included</b>
<b>Additional Functionality</b>	
Google Translation Tool	<b>Included</b>
<b>Gov 2.0 Upgrades</b>	
Blog	<b>Included</b>
Facebook Integration	<b>Included</b>
Share	<b>Included</b>
Twitter Integration	<b>Included</b>
<b>Total Project Development Fee</b>	<b>\$38,403</b>
<b>First Year Annual Support, Maintenance and Hosting Fee</b> Server storage not to exceed 25 GB; Media Center storage not to exceed 10 GB	<b>Included</b>
<b>Total Fees Year 1</b>	
<b>\$38,403</b>	



Project Development Includes the Following:	
Modules	Functionality
<ul style="list-style-type: none"> <li>• Agenda Center</li> <li>• Alerts Center &amp; Emergency Alert Notification</li> <li>• Archive Center</li> <li>• Bid Postings</li> <li>• Blog</li> <li>• Business/Resource Directory</li> <li>• Calendar</li> <li>• Carbon Calculator</li> <li>• Citizen Request Tracker™ (5 users)</li> <li>• Community Voice™</li> <li>• Document Center</li> <li>• ePayment Center</li> <li>• Facilities &amp; Reservations</li> <li>• Frequently Asked Questions</li> <li>• Forms Center</li> <li>• Healthy City</li> <li>• Intranet</li> <li>• Job Postings</li> <li>• License &amp; Permits</li> <li>• Media Center with Live Streaming Video</li> <li>• My Dashboard</li> <li>• News Flash</li> <li>• Notify Me® Email &amp; SMS Text Subscription</li> <li>• Online Job Application with 1 Generic Application</li> <li>• Opinion Poll</li> <li>• Photo Gallery</li> <li>• Postcard</li> <li>• Quick Links</li> <li>• Real Estate Locator</li> <li>• Spotlight</li> <li>• Staff Directory</li> </ul>	<ul style="list-style-type: none"> <li>• Action Items Queue</li> <li>• Audit Trail / History Log</li> <li>• Automated PDF Converter</li> <li>• Automatic Content Archiving</li> <li>• Content Library</li> <li>• Dynamic Breadcrumbs</li> <li>• Dynamic Sitemap</li> <li>• Expiring Items Library</li> <li>• Generic Mobile App (iOS &amp; Android)</li> <li>• Graphic Link Administration</li> <li>• Links Redirect and Broken Links Finder</li> <li>• Menu Management</li> <li>• Mouse-over Menu Structure</li> <li>• MuniMobile™</li> <li>• Online Editor for Editing and Page Creation (WYSIWYG)</li> <li>• Online Web Statistics (Only with CivicPlus Hosting)</li> <li>• Page Wizard w/Multiple Layouts</li> <li>• Printer Friendly/Email Page</li> <li>• Rotating Content</li> <li>• RSS</li> <li>• Search Engine Registration</li> <li>• Site Layout Options</li> <li>• Site Search &amp; Entry Log</li> <li>• Slideshow</li> <li>• Social Media Integration (Facebook &amp; Twitter)</li> <li>• User &amp; Group Administration Rights</li> <li>• Web Page Upload Utility</li> <li>• Website Administrative Log</li> </ul>

Annual Support, Maintenance & Hosting Service Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

Exhibit B – Redesign Details

**CivicPlus Project Development Services & Scope of Services for  
CP Basic Redesign**

- New design
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, menu structure, and application of new site styles. Note: Content will **not** be rewritten, reformatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct

**MEMORANDUM**

**TO:** George J. Maiberger, Purchasing Manager  
**FROM:** Paul L. Jones *[Signature]*  
**DATE:** May 20, 2013  
**SUBJ:** Web Development contract with CivicPlus  
**Budgeted Item:** Yes  No

Technology Resources researched current technology solutions to find a vendor who can provide the redesign, external hosting, maintenance and support of the city's internet websites to meet the requirements of the Public Information Office. Staff looked at several vendors, CivicActions, eGov Strategies, EvoGov, and CivicPlus. An evaluation of these solutions has been completed and the selected solution, CivicPlus has been determined to be best in class and provides the best backend platform for implementation of both current requirements and future needs as technology changes. ✓

~~Staff also determined that this vendor provided the best product for posting of documents and agendas for public access at the end user level. CivicPlus hosts and designs websites for only local government cities across the United States and therefore was judged as the best to provide the specialized services needed by the City of Pensacola especially for the requirement for transparency in government. Several cities in Florida, including Palm Beach County, utilize this vendor for their public facing webpages.~~

~~This annual contract for design, first year hosting and support is \$38,403 will be from existing budgeted accounts in the FY2013 Technology Resources budget. Contract can be renewed for years 2, 3, and 4 at the rate of \$6,378 and includes a redesign of city website for no additional cost after 48 months.~~