

MEMORANDUM

DATE: November 19, 2014

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: James Slaton, Public/Support Services Director

SUBJECT: Service Agreement with Icon Enterprises, Inc., d/b/a CivicPlus

SYNOPSIS: Staff is requesting Commission approval to enter into a service agreement with CivicPlus for the purpose of designing, implementing and hosting a new municipal web site.

RECOMMENDATION

It is recommended that the City Commission take the following action(s):

1. Approve the (48) forty eight - month service agreement with CivicPlus.
2. Authorize the City Manager to execute the necessary documents on behalf of the City.

BACKGROUND

The current City of Lake Wales municipal web site design has been in production since 2007. The web site was created with a programming code that is labor intensive to use and has been rendered obsolete over the last eight years.

CivicPlus specializes in creating municipal web site solutions that utilize the latest technologies in content management and design. Some of the key features of their software solution include: social media integration, e-commerce solutions, commission agenda automation, integrated web forms, centralized content management, online facility rentals and a responsive design for mobile devices. A complete list of the features included in CivicPlus' software solution can be found in Exhibit A of the agreement.

The CivicPlus content management system differs from other content management software solutions in that it has been created and optimized solely for use by government entities. Eighty municipalities within the state of Florida alone have utilized CivicPlus for their web site designs and over 1700 municipalities have used them nationally.

The initial build-out cost of the new web site is \$24,640 with a \$3,696 annual maintenance fee that begins in year-two of the agreement. An additional re-design of the web site is included at the end of the initial agreement.

The design, implementation, and training associated with the new web site will take approximately five months to complete.

The CivicPlus proposal is based on the General Service Administration's (GSA) pricing schedule. Sec 2-403 (b) of the City's Code authorizes the City to utilize GSA pricing schedules in an effort to capitalize on the federal government's economy of scale.

OTHER OPTIONS

Direct staff to advertise a Request for Proposals for an alternative web site developer

FISCAL IMPACT

\$25,000 was included in the FY 2014-15 budget request for a new web site. \$24,640 is \$360 under budget appropriations for this item.

ATTACHMENTS

Service Agreement



GSA Contract

Organization	City of Lake Wales	URL	http://www.cityoflakewales.com		
Street Address	201 West Central Avenue				
Address 2					
City	Lake Wales	State	FL	Postal Code	33853
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.					
Emergency Contact & Mobile Phone	Kevin Sunderland, Jr. 207-807-3756				
Emergency Contact & Mobile Phone	James Slaton 863-808-7496				
Emergency Contact & Mobile Phone	David Bibby 863-397-8938				
Billing Contact	James Slaton	E-Mail	jslaton@cityoflakewales.com		
Phone	863-678-4182	Ext.	230	Fax	863-678-4180
Billing Address	P.O. Box 1320				
Address 2					
City	Lake Wales	ST	FL	Postal Code	33859
Tax ID #	59-6000357	Sales Tax Exempt #	85-8012740119C-0		
Billing Terms	Annual	Account Rep	Bill Frankel		
Info Required on Invoice (PO or Job #)					
Contract Contact	James Slaton	Email	jslaton@cityoflakewales.com		
Phone	863-678-4182	Ext.	230	Fax	863-678-4180
Project Contact	James Slaton	Email	jslaton@cityoflakewales.com		
Phone	863-678-4182	Ext.	230	Fax	863-678-4180

Terms & Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") will create a unique website for the City of Lake Wales ("Client") 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, and Training services (Project Development Services) that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live. Go-Live is defined as the day the City's website is made available to the general public.



4. Client may contract with CivicPlus for additional Annual Services that exceed those defined in Exhibit A. CivicPlus will invoice Client for Annual services immediately prior to project Go-Live. Go-Live is defined as the day the City's website is made available to the general public.
5. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred.
6. Modules that incur additional usage fees may be purchased and activated at any time.
7. 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

8. One-third of the total First Year Fee will be billed upon completion of Phase 1: Consulting; one-third of the total First Year Fee will be billed upon completion of Phase 3: Website Reveal Presentation. The remainder of the total First Year Fee and any additional Project Development services will be invoiced after Phase 4: Customized Website Training has been completed.
9. The Client shall sign a project completion and acceptance form prior to project go-live. Go-Live is defined as the day the City's website is made available to the general public.
10. 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, and the first year's Annual Services fees 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.
11. First Year Fee and Project Development invoices are due by the first of the following month, but no sooner than 45 days from invoice date.
12. Invoicing for 2nd year and beyond Annual Services begins one (1) year from contract signing.
13. Annual Services invoices, beyond the first year, may be prorated in order to correlate with the Client's budget year.
14. Fees for CivicPlus Annual Services are invoiced prior to the year of service. They are due by the first of the following month, but no sooner than 45 days from invoice date.
15. Project development will be discontinued if payment is not made within 45 days after the invoice due date.
16. After project go-live, (Go-Live is defined as the day the City's website is made available to the general public), 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 Services 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.
17. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
18. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month which is 18% per annum, or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
19. 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.

Agreement Renewal

20. This contract shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term. 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.
21. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice prior to the contract renewal date.
22. In the event of early termination of this Agreement by the Client, Client forfeits eligibility for the CP Basic Redesign and all funds applied to such eligibility and payment of the services rendered is due within 15 days of termination.

23. Each year this Agreement is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Services, as detailed in Exhibit A, costs will be applied.
24. The performance of the City of Lake Wales and its obligation to pay under this contract is contingent upon annual appropriation by the city commission of Lake Wales.

Support

25. 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.
26. 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 following the GSA rates as detailed in Exhibit A.
27. 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.
28. 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

29. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement.
30. 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.
31. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
32. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a case study related to their website.
33. Client allows CivicPlus to display a "Government Websites 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

34. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content.
35. 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.
36. 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.
37. 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.

Liabilities

38. 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.

39. 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.

Taxes

40. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client: Kenneth Fields, City Manager
City of Lake Wales

Date

CivicPlus

Date

<p>Sign and E-mail or Fax this Copy</p>	<p>And – Mail Two (2) Signed Originals</p>
<p>Attn: Contract Manager</p>	<p>CivicPlus Contract Manager</p>
<p>E-mail: SalesCoordinators@CivicPlus.com</p>	<p>302 S. 4th Street, Suite 500</p>
<p>Fax: 785-587-8951</p>	<p>Manhattan, KS 66502</p>

We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

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Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from October 31st, 2014.

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	0.00	-
Project Manager	\$135.86	47.75	\$6,487.32
Network Consultant	\$135.86	0.00	-
Wireless Network Technician	\$135.86	0.00	-
Programmer	\$131.48	31.50	\$4,141.62
Graphic Designer	\$109.57	17.75	\$1,944.87
Writer	\$109.57	0.00	-
Server and Network Technician	\$109.57	16.50	\$1,807.91
Trainer	\$109.57	64.00	\$7,012.48
PC Technician	\$89.41	0.00	-
Content Developer	\$80.64	40.25	\$3,245.76
Total First Year Fee (includes first year annual services of \$3,696)			\$24,639.95

Project Development Includes the Following:

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



Exhibit A.1 Project Development Scope of Work

Kick-Off Meeting <u>Deliverable:</u> Project Timeline, training jump start and worksheets	
CivicPlus will: <ul style="list-style-type: none">• assign a project manager to this project• conduct a Project kickoff to review awarded contract• establish communication plan for the duration of the project effort• work with the City to identify all key internal and external project stakeholders• develop project plan and timeline• provide Project Management and Support	Lake Wales will: <ul style="list-style-type: none">• review and approve of project plan within 5 business days• if modifications are required after the review of the initial project plan, the City has 10 business days to address the modifications and come to a consensus.• approve the project plan (limited to two reviews) prior to proceeding with the project.• complete the following prior to Phase 1: Functionality and Design Form, Web Team Form and Content Form• update the current primary live website content and delete any pages from the website that are no longer wanted or needed.
Phase 1: Website Optimization <u>Deliverable:</u> Needs assessment, best practices and worksheets	
CivicPlus will: <ul style="list-style-type: none">• provide communication support to the City, key stakeholders and personnel via weekly status reports and via phone when required• review the goals and expectations submitted on the forms the City completed to ensure the City's needs are clearly understood• conduct a presentation of findings and recommendations to key project stakeholders	Lake Wales will: <ul style="list-style-type: none">• gather statistics from the current website from the past 12 months and provide to CivicPlus• collect pictures to be used in the overall design of the new website and provide to CivicPlus• provide a MS Word document template that features your branding/logo and provide to CivicPlus.• compile a list of all divisions and/or departments within the organization and provide to CivicPlus• submit a list of third-party and in-house developed applications presently being utilized on the current website and provide to CivicPlus• pull a site map or outline of the current website's navigational structure and provide to CivicPlus• a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements
Phase 2: Website Layout <u>Deliverable:</u> Website layout and mood board will be presented for your approval	
CivicPlus will: <ul style="list-style-type: none">• present one custom layout and one mood board based on the goals determined in the previous phase. The presented layout will show the placement of the navigation and functionality. The mood board will reflect the color and imagery that will represent the tone of the design• begin development of the website design upon layout and mood board approval	Lake Wales will: <ul style="list-style-type: none">• approve one layout and the mood board• review marketing packet material and guidelines• will provide CivicPlus will all the necessary DNS items identified for the website• 1st billing milestone approved



Phase 3: Website Reveal <u>Deliverable:</u> Completed website design and navigation structure will be presented. You will be able to propose changes at this time.	
CivicPlus will: <ul style="list-style-type: none">• present a fully functional website• migrate all content pages from www.cityoflakewales.com to the new website• After the City approves the design, content and functionality CivicPlus will conduct a review of the website to ensure the statement of work is met• work with the City to prepare for training• migrate current plus the past three years Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format	Lake Wales will: <ul style="list-style-type: none">• evaluate the website design and content and provide CivicPlus with feedback• collaborate with CivicPlus on proposed changes• revise the design as many times as deemed necessary, up to the deadline set by the City and CivicPlus during the Kick-off meeting• If design changes are requested after the set date, the project's go live will be adjusted
Phase 4: 3 Days of Customized On-Site Implementation Training 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.	
CivicPlus will: <ul style="list-style-type: none">• provided training to the City before the website goes live• train up to 12 City staff members based on internal daily task and workflow• train staff members on how to use the GCMS®, update content pages and modules• provide access to training online training manuals and videos for the City staff	Lake Wales will: <ul style="list-style-type: none">• provide a location for training in the City with internet access• provide computers for staff to be trained on• 2nd billing milestone approved
Phase 5: Go Live <u>Deliverable:</u> Custom website launched to the public.	
CivicPlus will: <ul style="list-style-type: none">• fix system issues and bugs that the City finds• CivicPlus' Quality Control team will complete a final spelling and links check• redirect the domain name to the newly developed website when the City signs off on the project	Lake Wales will: <ul style="list-style-type: none">• have about three weeks to test and update the final site• notify CivicPlus on any system issues or bugs that CivicPlus needs to fix
Project Enhancements:	
CivicSend <u>Key features include:</u> unlimited subscribers, unlimited email messages, unlimited lists; visually rich, mobile responsive templates; centralized, single point-of-access via GCMS integration; access to multiple communication channels, including: email, SMS/text, Facebook and Twitter; robust tracking analytics; multiple list selection; content auto-posts to your website Media Center Module – includes 10 GB of storage	



Second Year Annual Services – 12 months from contract signing Server Storage not to exceed 15 GB Subject to annual 5% increase year 3 and beyond		\$3,696
Annual Services Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7 a.m. – 7 p.m. (CST) Monday - Friday (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 Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

Company Details

Icon Enterprises, Inc., d/b/a CivicPlus

Federal Tax ID 48-1202104
GSA Contract # GS-35F-0124U
Toll Free 888-228-2233

Mailing Address for Purchase Orders and Payments

Icon Enterprises, Inc., d/b/a CivicPlus
Attn: Accounting
317 Houston St., Suite E
Manhattan, KS 66502



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