CITY OF ELK GROVE
CITY COUNCIL STAFF REPORT

AGENDA TITLE:	Adopt resolution authorizing the City Manager to execute a five year Agreement, with the option for one three year extension, with CivicLive for Website Maintenance /Conversion and Professional Services for a total amount not to exceed $270,000 over eight years.
MEETING DATE:	**July 23, 2014**
PREPARED BY:	**Nicole Guttridge, IT Administrator**
DEPARTMENT HEAD:	**Brad Koehn, Director of Finance and Administrative Services**

RECOMMENDED ACTION:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a five year Agreement, with the option for one three year extension, with CivicLive for Website Maintenance/Conversion and Professional Services for a total amount not to exceed $270,000 over eight years.

BACKGROUND INFORMATION:

The City of Elk Grove website is often the first impression of the City – it is the resource tool people use to see if they want to relocate their home or business to Elk Grove. It is important that the City's websites are seen as professional and consistent with the City of Elk Grove logo and Police Department brand.　Both websites, www.elkgrovecity.org　and www.elkgrovepd.org, are an integral component to communicating with the public and are a resource that official City staff use to disseminate information out to the community. The City is committed to maintaining a

1

first-rate website that is easy to read and navigate from the viewpoint of residents, first time site visitors, and other interested viewers.

With the City's current Website Maintenance contract expiring July 1, 2014, staff prepared a Request for Proposal (RFP) seeking proposals from Web Service Providers to manage, update, provide creative direction, and increase visibility and functionality of the City's two websites such as event registration, search engine optimization, and increased mapping functionality. With the requirements that the City listed in the RFP, 12 of the 13 proposals proposed moving the platform of the website to a Content Management System (CMS). The benefit of a CMS platform is that City staff can quickly update and maintain the pages. Of the 13 proposals, 12 eliminated the need and costs for a contracted webmaster because of the functionality provided by the CMS.

The goal of the RFP was to find a provider that offered the best value to the City, to find a responsible provider who best meets the City's needs by demonstrating the competence and qualifications necessary for the satisfactory performance of the required services. Determination is not necessarily based on the lowest priced proposal, but is based on a determination of which services offered serve the best interest of the City.

The new contract will commence as soon as possible after approval. There is a transitional contract with our current provider to ensure a smooth transition to the new Website Maintenance provider.

PROJECT TEAM
The development of the RFP was a team effort, represented by City staff as follows:

- Nicole Guttridge, IT Administrator
- Jason Lindgren, City Clerk
- Christopher Trim, PD PIO
- Christine Brainerd, Public Affairs Manager
- Steve Gay, GIS Manager
- Joe Simone, Purchasing Manager
- Lupe Murrieta, Graphic Designer

The entire project schedule appears below:

- <u>November 2013</u> - The project team met to discuss the various needs for this contract including staff time, needs, future direction, and technology.
- <u>March 26, 2014</u> – RFP released.
- <u>April 14, 2014</u> – Requests for Clarifications/Questions due.
- <u>April 15, 2014</u> – Final responses to Clarifications/Questions Posted.
- <u>April 22, 2014</u> – Proposals Due

  o The City received thirteen proposals:

    1 360 Business Consulting
    2 A-1 Technology
    3 Civica- PixelPushers, Inc.
    4 Civiclive
    5 CivicPlus
    6 DSG Group, Inc.
    7 Escudero Web Services
    8 Glogou, Inc,
    9 Granite Horizon
    10 Ricoh
    11 Technicate Solutions
    12 Transform
    13 Vision Internet

- <u>May 8, 2014</u> – Interviews were held with four top-scoring firms.
- <u>May 14, 2014</u> – Best and Final Offers (BAFO) due from firms that participated in interviews.

<u>Scoring Proposals</u>
The evaluation of the RFPs was based on best value based on two scoring segments, technical and cost, to determine the overall ranking.

After a detailed and thorough review of the 13 proposals that were submitted, the four companies below were invited to the interview process:

- Civica / Pixel: Newport Beach, CA
- CivicLive: Ontario, Canada
- Escudero Web Services: Elk Grove, CA and New York (CMS Programmer)
- Vision Internet: Santa Monica, CA

Interviews
The next step in the selection process was private interviews with members of the project team and each of the proposers identified above. The interviews took place May 8, 2014. The interviews provided proposers the opportunity to answer questions about and clarify facets of their proposals with the project team.

Best and Final Offers (BAFOs)
BAFOs provided the opportunity for proposers invited to the interview process to amend their proposal based on the clarifications received in the interviews. (BAFOs are common in the RFP process and can help achieve a better value and understanding of the work overall.)

Once the BAFOs were submitted and evaluated, final scores for each Proposer were determined.

Rankings
Using the total overall average scores for the technical and cost proposals a final ranking is illustrated in the table below. It is important to note that for both the technical and cost proposals, specific elements were evaluated and given assigned scores.

- Technical Proposals = 100 points total
  - 30 Points for Proposers Resources (staffing)
  - 10 Points for Each of the Plans, a total of 70 Points
    - On Going Maintenance Plan
    - Transition and Startup Plan
    - Communication Plan
    - Content Management System (CMS) Capabilities
    - Geographic Information Systems (GIS) Components
    - Proposers Qualifications
    - Functional Components and Tools Availability

4

- Cost Proposal = 100 points total
  - 80 points – Monthly Maintenance (40 points) and Fixed Hourly Rates (40 points)
  - 20 points – CMS Conversion Fee

	Technical	Cost	Total	Rank
Civica / Pixel	87.17	52.00	139.17	2
Civic Live	88.50	68.00	156.50	1
Escudero	70.83	60.00	130.83	4
Vision Internet	89.50	48.00	137.50	3

Attachment 1 documents the project team's final four scoring.

5 Year Costs Projections Based on BAFO:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Civica / Pixel	$70,932	$9,710	$9,710	$9,710	$9,710	$109,772
Civic Live	$63,000	$11,000	$11,000	$11,000	$11,000	$107,003
Escudero	$78,790	$42,300	$42,300	$42,300	$42,300	$247,990
Vision Internet	$67,634	$12,285	$12,899	$13,544	$14,221	$120,583

DISCUSSION/ANALYSIS

Civic Live was the only company that demonstrated in person how they could meet all of the needs that the City had outlined in the proposal. They also created a mock website that included items that were requested in the City's proposal. For example, Civic Live took their own initiative, without instruction from staff, and created the City's CIP page that displayed a document library that interacts and merges with a map.   Without additional resources or funding, Civic Live understood the City's need and implemented the technology that enhances the technology's usefulness to the City.

Civic Live also demonstrated the "user friendliness" of its technology to manage the City webpages, restore old version of a page within seconds, and how to quickly add content. They were very collaborative in their presentation and demonstrated the capability and willingness to work with the City on future web projects, improvements, and enhancements. Civic Live listened carefully to the interview panel comments and followed up with a best and final offer that included migrating all of the City pages for the price quoted, rather than the additional cost priced by the other vendors.

Civic Live is registered as a California business and has a progressive project plan to get the City's website 'live' and running in a timely manner. Civic Live, like the other proposed vendors, propose a combination of web-ex sessions, conference calls, remote programming and meetings to accomplish the project plan. They have an onsite kick-off meeting and onsite training in their proposal as well. In today's world of technology, this is an increasing growing and common means to conducting business, and was not a concern for the Project Team.

Civic Live received the highest score in the combined technical and cost proposal and had the additional advantage of the lowest five year projected cost to the City. Civic Live has demonstrated that they are the best value for the City for this work.

It is important to highlight a main difference in the cost proposals between the various firms. Three of the four firms interviewed solely use the Content Management System (CMS). The benefit of a CMS platform is that City staff can quickly update and maintain the pages. The CMS platform will eliminate the need and costs for a contracted webmaster because of the functionality provided by the CMS. The firm that uses a CMS platform as well as a content manager was Esducero. The utilization of both the content manager as well as the software management made the cost for the service double as compared to the remaining firms. Given its approach, Escudero did not score competitively for any of the 40 points that were allocated for the monthly maintenance that was a component of the cost proposal. So, while this firm received full points for the CMS conversion as well as the fixed hourly rate, it did not receive any points for the monthly maintenance component.

6

FISCAL IMPACT:

The first year of this contract will see a slight increase from the current fees. There are costs associated with transfering data and setting up the new CMS software platform that will incur in the first year. These one time costs are offset by the replacement of site maintenance with software maintenance at a reduced cost. In following years, the annual cost will significantly reduce as the City will be paying software maintenance and hosting fees only.

The five-year base term cost is projected to total	$107,000.
The three-year extension cost is projected to total	$ 33,000.
Anticipated cost of special projects over eight years	$130,000.
Total projected cost for eight years	$270,000.

The Fiscal Year 2014-15 Budget can accommodate the additional increase and has been included in the proposed Information Technology budget.

ATTACHMENTS:

1. Resolution
2. Contract
3. Final Four Scores by Reviewer
4. RFP Process

7

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE YEAR AGREEMENT,
WITH THE OPTION FOR ONE THREE-YEAR EXTENSION, WITH CIVICLIVE FOR
WEBSITE MAINTENANCE/CONVERSION AND PROFESSIONAL SERVICES FOR A
TOTAL AMOUNT NOT TO EXCEED $270,000 OVER EIGHT YEARS.**

WHEREAS, the existing agreement for website maintenance expired June 30, 2014; and

WHEREAS, the City does have a need for website maintenance/conversion and professional services in the routine course of business; and

WHEREAS, the City followed its purchasing ordinance requirements by issuing a Request for Proposals to solicit these services; and

WHEREAS, on April 22, 2014 proposals were received from 13 companies; and

WHEREAS, the proposal submitted by CivicLive was determined to be the most responsive and responsible, demonstrating the competence and professional qualifications necessary for the performance of the required services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove:

1) Awards the agreement to CivicLive for an initial period of five years with the City having an option to extend the agreement for an additional three-year term, for a total amount not to exceed $270,000; and

2) Authorizes the City Manager to execute the proposed contract.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 23rd day of July 2014.

GARY DAVIS, MAYOR of the
CITY OF ELK GROVE

ATTEST: APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK   JONATHAN P. HOBBS
CITY ATTORNEY

CITY OF ELK GROVE

CONSULTANT CONTRACT FOR

INTRAFINITY INC. dba CIVICLIVE

Website Set-up and Maintenance

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 2014, by and between the City of Elk Grove, a municipal corporation (the "City") and Intrafinity Inc., dba CivicLive, a Canada corporation (the "Consultant"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, the City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

1. SCOPE OF SERVICES

A.   Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work, attached hereto and incorporated herein by reference. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B.   The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A.   This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate on July 23, 2019 with the option by City, in City's sole discretion, to extend the Contract for one additional three (3) year term, unless earlier terminated pursuant to Section 11 of this Contract. Any extension must be in writing and signed by the City Manager.

3. SCHEDULE FOR PERFORMANCE

City and Consultant agree that time is of the essence and Consultant agrees that services shall be undertaken and completed in accordance with the schedule of performance (the "Schedule of

I

Performance"), attached hereto and incorporated herein by reference as **Exhibit B.** Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of the City Manager, or his/her authorized representative. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

4. **COMPENSATION**

A. The Consultant shall be paid monthly as set forth in **Exhibit C,** "Compensation and Method of Payment," attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by the City, but in no event shall total compensation under this Contract exceed Two Hundred Seventy Thousand Dollars and no cents ($270,000.00) for the full term of the Contract including the three year optional extension, without City's prior written approval.

B. If Consultant's performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by the City in writing.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

5. **NOTICES**

A. Consultant shall transmit invoices and any notices, with copy to City Attorney, required by this Contract, to City as follows:

City of Elk Grove
Attn: Finance Department
8401 Laguna Palms Way
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Consultant as follows:

CivicLive
Attn: Jennifer Tyrell
60 Adelaide Street East, 11th Floor
Toronto, ON M5C 3E4
Email: jennifer.tyrell@Civiclive.com

2

11

6. PROFESSIONAL SERVICES

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to the City whether perceived or actual.

7. INDEPENDENT CONTRACTOR

A.   It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B.   Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C.   City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D.   Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E.   Any third party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F.   Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

8. AUTHORITY OF CONSULTANT

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. CONFLICT OF INTEREST

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop

12

subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

10. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

11. TERMINATION

A.   This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B.   The City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C.   Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D.   In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

12. FUNDING

Consultant agrees and understands that renewal of this Agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Agreement in subsequent years.

13. NOTICE TO PROCEED

Prior to commencing work under this Agreement, Consultant shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances

have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.

14. EXTENSIONS OF TIME

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

15. PROPERTY OF CITY

A.   It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B.   Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by the City.

C.   Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

16. COMPLIANCE WITH LAW

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

17. REPRESENTATIONS

A.   Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Consultant's profession.

14

B.   Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C.   Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D.   Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

18.   APPROVAL OF STAFF MEMBERS

A.   Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

19.   ASSIGNMENT AND SUBCONTRACTING:

A.   Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B.   Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

20.   MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by

Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

21.   LIABILITY OF CONSULTANT—NEGLIGENCE

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

22.   INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless the City to the same extent as Consultant. Consultant's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless the City as prescribed under this Section.

23.   EVIDENCE OF INSURANCE COVERAGE

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D,** attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

16

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
Work Comp (3A) Employer's Liability	Statutory $1,000,000 each		Waiver of Subrogation
Professional Liability (4A)	$1,000,000	$1,000,000	(1 year tail) (Retro date)

***Must be __actual__ endorsements. Typed statements on Certificates of Liability are __unacceptable__.
This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as **Exhibit E.**

24. EVIDENCE OF INSURANCE COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent __and__ the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City's representative Ebix BPO (Ebix) as set forth below prior to execution of this Contract. Upon City's or Ebix's request, Consultant shall submit copies of the actual insurance policies or renewals or replacements to Ebix. Unless otherwise required by the terms of this Contract, all certificates, endorsements, coverage verifications and other items required pursuant to this Contract shall be provided to:

By MAIL
Certificate Holder: The City of Elk Grove
c/o Ebix BPO
PO Box 257, Ref. # (Z372741)
Portland, MI 48875-0257

By FAX
(770) 325-3340

By E-MAIL
CertsOnly-Portland@Ebix.com

All certificates and endorsements shall include the EBIX reference number (Z372741).

25. EMPLOYMENT PRACTICES

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

26. UNAUTHORIZED ALIENS

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

27. LICENSES, PERMITS, AND OTHER APPROVALS

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

28. RECORDS AND INSPECTION

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

29. MISCELLANEOUS PROVISIONS

A.   Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B.   Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C.   Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D.   Time: All times stated herein or in any other Contract Documents are of the essence.

9

E.   Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F.   Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G.   Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H.   Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a wavier with respect to any subsequent default or other matter.

I.   Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J.   No Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of the City and the Consultant that any such person or entity, other than the City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K.   Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L.   Authority to Execute: The person or persons executing this Contract on behalf of the Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M.   Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

N.	Force Majeure:	Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

## 30.	ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this _____ day of _____, 2014, by the Parties as follows:

Approved to as form:

CONSULTANT

By: _____
Attorney for Consultant

By: _____
John Carbrey, Director

Approved to as form:

CITY OF ELK GROVE

By: _____
Jonathan P. Hobbs, City Attorney

By: _____
Laura S. Gill, City Manager

Attest to:

By:_____
Jason Lindgren, City Clerk

11

20

EXHIBIT A

Scope of Work

Website Configuration and Set-Up

Consultant shall provide a comprehensive redesign of the City's websites user experience in terms of information architecture, usability, and design, utilizing information architecture planning and Wireframing that are structured to identify and plan improvements to the site's navigation in order to increase user-friendliness and accessibility, and improve content discovery. Consultant shall utilize SmartWork Project Implementation Methodology to design the City websites, configure using SitePublish Content Management System (CMS), training of Elk Grove Staff, and conducting rigorous Quality Assurance. Key deliverables to be completed by Consultant shall include, without limitation:

- An onsite project kick-off meeting at Elk Grove City Hall;
- 100% design satisfaction guarantee to City's satisfaction;
- Responsive website design for ElkGroveCity.org and ElkGrovePD.org, as well as smaller domains: egpublicworks, egtrashrecycleservices, e-tran, inelkgrove, and egplanning that reference subpages of the ElkGroveCity.org domain and will maintain the same overall design;
- Deliver a completely configured SitePublish CMS for managing all websites;
- Consuming of ARCGIS web services to display maps and data tables; and
- Up to four onsite training sessions for Elk Grove staff.

Consultant shall maintain the City of Elk Grove's (City) two main websites:
   a. Http://www.elkgrovecity.org
   b. Http://www.elkgrovepd.org

Consultant shall also maintain the City's smaller domains, which are linked from the websites listed above.
   a. Http://www.egpublicworks.org
   b. Http://www.egtrashrecycleservices.org
   c. Http://www.e-tran.org
   d. Http://www.inelkgrove.com
   e. Http://www.egplanning.org

The Consultant shall create and maintain the City's website, and create content as requested by the City. The maintenance and updates shall include, but are not limited to, updates on homepages, agendas, minutes, resolutions, ordinances, press releases and attachments, road work notifications, community calendar, City Manager administrative report, Elk Grove Week at a Glance, City newsletter, public hearing notices, requests for proposals and bids, bid results, statement of economic interests, metro cable broadcast schedule, public works, e-tran, waste and recycling, police, planning, standing committees,

12

finance, City Clerk, building, what's new in Elk Grove, RSS feeds, GovDelivery, and miscellaneous updates. The Consultant shall also provide hosting for these websites.
The Consultant shall utilize and support the following third party links on the City's websites:

1. Granicus to provide streaming video and meeting podcasts
2. NeoGov for job applications and hiring information
3. Crimereports.com to report and track crime reports and statistics
4. SunGard Public Sector Software for online building permits, business license renewals, service requests, utility billing account access, planning projects, and code enforcement case information
5. Podcasts
6. Flickr photo gallery
7. Authorize.net shopping carts for bus passes and business licenses (or provide a shopping cart service that is comparable to Authorize.net.
8. GovDelivery for delivery of email notifications and RSS feeds
9. ArcGIS Online at arcgis.com for interactive maps and applications
10. Sacramento County GIS for a web mapping application

The Consultant shall provide the following GIS/Mapping Capabilities on the City's website:

1. Webpages that contain Iframes that are embedded with interactive map viewers provided from an ArcGIS server web service via ArcGIS Online. (ArcGIS Server not part of the City's web site)
2. Links to map applications that are fully hosted by 3rd party providers
3. Webpages that contain links to PDF map documents stored on the City's site

Ongoing Maintenance

Consultant shall be available to City staff Monday-Friday from 8am-5pm and on call for emergencies and press releases twenty-four hours a day, seven days a week. On non-urgent updates, there shall be a 24-hour response time requirement whereby Consultant shall respond to City's request within 24 hours. On urgent updates (emergency items), the Consultant shall provide response on an average within 15 minutes.

City shall have access to and utilize Consultant's CivicLive's Software-as-a-Service (SaaS). Technical Support Services provisioned with a SaaS solution are as follows:

- Toll Free Support Hotline
- Live Online Chat
- Email Support
- Emergency Pager Support
- A Structured Escalation Process
- Unlimited User Software Licenses

Transition and Start-Up Plan

Consultant shall utilize their eight phase Smartwork Project Implementation Methodology to guide City Staff and the CivicLive Delivery Team through this process. CivicLive Delivery Team is made up of Web Designer, Q/A Analysts, Software Analyst, Training Specialist, Web Programmer, and a Mobile Specialist. SmartWorks 8 phases are:

1. The Envisioning Phase – kicks off the project, is designed to create dialog between the teams, and shall result in a project roadmap and the initial strategies for the Vision Scope Document used to begin the technical project planning.
2. The Planning Phase – Detailed Requirements Gathering and shall include project elements like: SitePublish Configuration Technical Specifications, Website Content Migration Plan, Stabilizing and UAT Plan, CivicLive Team and Elk Grove Team Roles and Responsibilities by SmartWork Phase and Long-Term Software Update and Maintenance Plan
3. The Designing Phase – This phase begins with Design Vision & Usability Analysis Process, followed by Iterative Information Architecture Design Process, Iterative WireFrame Design Process, Iterative Interface Design Process (focus is on Branding, Look and Feel), ending with Technical Implementation & Page Template Creation Process.
4. Configuring – to include Provisioning the Environment, SitePublish Installation, SitePublish Configuration, and 3rd Party Software and Social Media Integration.
5. Training – Included Web Administrator Training, Power User Courses, Developer Training, and Train the Train Courses, done by combining mentoring, instructor led courses, webinars, eLearning, and focused workshops, with two deliverables: Fully trained Elk Grove staff ready to conduct User Acceptance Testing and Training documents and multimedia such as user manuals and how-to videos for specific SitePublish modules.
6. Migrating – Content migration from the existing website's pages is accomplished through Client Provision of Offline Documents and Files, Collaborative Webpage Content Migration, Automated / Manual Document Migration and Content Migration Quality Assurance with the following deliverables: Internally-Launched Website and Client-approved Site Content.
7. Stabilizing – Perform User Acceptance Testing to verify all functionality. Key elements include: Verifying Page Consistency, Verification of all Website Links, Testing to Ensure all Scripting works, Webpage content print testing, and Final Cross-Browser Compatibility Testing
8. Deploying – Launch of website to the public. Perform final quality assurance, deployment and satisfaction surveys, and finalized documents turned over to the City.

New Integrated Content Management System (CMS) Components

The Consultant shall transition the City's current websites to CMS; including training, website programming, and maintenance. The items below are included, without limitation, in this project.

1. Press Releases
2. Agenda Postings for the City Council and Planning Commission meetings
3. Rotating Photos on the main page and select department pages
4. Contact/Phone lists of staff and departments
5. GIS Pages, to include the ability to:
    a. Access a content management site that allows for general manipulation of a standard City webpage so that new site pages can be deployed containing Iframes that are embedded with references to new interactive map viewers
    b. Add and remove items from a list of PDFs that are downloadable, upload the PDFs for each link and change name/description for each.
    c. Access a content management site that provides the ability to administer the GIS departments' webpage that displays PDF map documents. This tool shall give the ability to upload new PDF map documents, tag them with descriptive references to improve searches, establish the necessary names, and remove older documents that are no longer relevant.
    d. Search the entire website to determine if there are links to any of the PDF documents, thus helping the administrator make appropriate choices for adding or removing documents.
    e. Host webmap applications that are developed by the City. These applications shall utilize configuration templates provided by the City. The applications templates shall contain references to ArcGIS services that are not part of this Web Hosting RFP. If additional hosting costs are required, the rates to be mutually agreed by the Consultant and the City when hosting is required, in the manner set forth in Section 10 (Amendments, Changes, or Modifications) of this Contract.
    f. Point to Map Services that are maintained on one or both of the locations below:
        1. ArcGIS Online Organizational account
        2. ArcGIS Server within the City of Elk Grove Domain
    g. Programming shall be compatible with are:
        1. Microsoft Internet Information Services (IIS)
        2. Microsoft ASP.Net Framework 4.0
    h. Contain interactive reporting tools shall point to web services, which are deployed by the City from reporting services within the City of Elk Grove Domain.
    i. Summarize and report in simplified tables or lists, GIS data that is stored in SQL.
6. For Capital Improvement Projects and Planning Projects the City shall have the ability to add and remove items from the CIP and Planning Project lists, upload documents to the website, have them link to maps and change the name/stage for each.
7. For the Animal Control pages, the City shall have the ability to supply rotating photos, change current announcement, and update documents/flyer.
8. A Calendar that is able to be accessed by authorized staff to change/upload new items.

Components and Tools

Consultant shall provide the following components and tools shown below. Not all of the listed functionality is existing but may be required in the future and must be implemented by Consultant in phases.

COMPONENT MODULE & NAME	FUNCTION	CONSULTANT ACTION
Access GIS, Crime Stats, Etc.	Interface to Existing Systems and databases	Existing systems shall be integrated via iFrames or other suitable methods (finalized during the Planning phase of SmartWork)
ADA compliant	Ability to meet and conform to all ADA, Section 508, accessibility standards, as may be modified during the term of the contract	ADA/508 requirements shall be considered and implemented for page template design aspects of the project, and by City staff when they are trained to use SitePublish's accessibility tools during SmartWork's Training phase.
Agenda Postings	Online Publishing (prefer to do this using CMS site)	SitePublish features a purpose-built Meeting Minutes, Agendas & Media module for simplified management of meetings-related documents, audio and video.
Automatic expirations	Expiration Dating- set items to automatically expire.	SitePublish features Content Scheduling tools for setting publication and expiration dates on webpage content, calendar events, and more as requested by the City
Browser Based Administration	Update, Delete, and Create Template-Based Web Pages	SitePublish is entirely browser-based and can be accessed from any computer with an internet connection that runs a modern operating system
Browser compatibility	Ability to use Safari, Chrome, Internet Explorer, FireFox, etc. to view web pages. It should auto-size to the browser and	Website designs shall use Responsive Design and shall be cross-browser compatibility tested during SmartWork's Stabilizing phase.

16

25

	resolution.	
City Wide Calendar	Update/Publish Calendars by both Department and City Wide.	SitePublish must feature a multi-level calendar that can be used to display department-specific events in to a citywide calendar.
Departmental Home Pages	Dynamic Content	Dynamic content (such as upcoming events, news, and more) shall be presented on homepage mock-ups provisioned by CivicLive
Directories, Listings	Dynamic Content	SitePublish must feature a Searchable Directories module that is best used for staff directories and local business listings. The scope of the Searchable Directories implementation shall be finalized in SmartWork's Planning phase.
E-Notification-Email and RSS feeds	Capability to work with City's current vendor "GovDelivery"	An integration plan – likely using GovDelivery and SitePublish APIs – shall be outlined in SmartWork's Planning phase.
Event Registration	Online Reservation/Payment (currently uses 3rd party)	3rd party payment processing app integration for event registrations shall be outlined in SmartWork's Planning phase and implemented.
Frequently Asked Questions	Dynamic Content	CivicLive shall configure a filterable FAQ module that updates dynamically on a page when users add more filters to find the questions they're looking for.
Hit Tracking	Analytics all the way down to the links on pages provided monthly.	Link tracking analytics shall be provided by setting up a Google Analytics account for City's new website.
Mobile friendly	Selected pages will be formatted to be viewed on all mobile devices. They cannot just be a link to a current page, but rather	CivicLive shall make the City websites mobile optimized using Responsive Design – a platform-agnostic strategy that uses mobile web browsers and screen

17

26

	reformatted on the device to be easily navigated and viewed.	dimensions instead of downloadable apps or web apps.
Multi-Lingual Support	Dynamic Content	Integration with Google Translate shall provide multi-lingual support in any number of supported languages.
News & Announcements	Dynamic Content	SitePublish must feature a dynamic News Engine that shall distribute news based on category, department, and more.
Online Forms	Forms/Publishing/Tracking	SitePublish must feature a Forms, Surveys & Polls module that shall be configured to offer any number of forms ranging from basic polls designed to collect data to complex citizen service requests and applications for permits and licenses.
Online Payments	Secure Online Transaction - uses 3rd party vendors (SunGard Public Sector & Authorize.net)	An integration plan with these 3rd party payment processing apps shall be outlined in SmartWork's Planning phase and implemented.
Photo/Video Hosting	Capability to list photos and videos for viewing	Photos and Videos shall be stored in SitePublish, without data hosting limits, with the ability to be embedded onto pages from external websites such as YouTube and Vimeo.
Press Releases	Online Publishing	Press Releases shall be created as a separate news category and managed via SitePublish's News Engine.
Printable Pages	Print-Friendly Function	Print buttons shall be added to webpage templates. These buttons will create a printer-friendly version of the webpage.
RFP/RFQ Posting	Dynamic Content	RFPs and RFQs must be managed using Job & Bids Posting Module. This module is configurable to support RFP/RFQ document uploading and bid

18

		management, and can even support an entirely digital bid submission process with a customized workflow using Workflow Engine.
Rotating Photos/Banner Ads	Dynamic Image Display	SitePublish shall use a Rotating Banner that shall be dragged and dropped on to any webpage to display rotating image content such as banners or ads. These banners must also be capable of linking to other pages or external websites.
RSS Feeds out	Registration by Dept. or Topic connects to GovDelivery	RSS feed links to GovDelivery modules shall be added to webpages where necessary.
Search Engine Optimization (SEO)	When the public initiates a web search, the City's website shall appear in the search results.	Consultant shall train City staff on how to use SitePublish's numerous webpage SEO tools during SmartWork's Training phase. Consultant Designing and Configuring phases shall also address SEO requirements.
Security	Ability to control access to some areas of the website through user id and password	Webpages shall have the ability to be made private and permissions-restricted for users with the correct permissions to log in and make edits. This process may also benefit from creating a content approval workflow using Workflow Engine that involves prompting specific users to review a webpage's content before its published
Site Index	Shall auto update	SitePublish must feature a dynamic Site Map (site index) that updates when pages are created/removed.
Site Search	Internal Site Search Engine that pulls the most current version of documents to	SitePublish's site-wide search engine shall be configured to search webpages and documents

	the search results page. This shall include site pages as well as documents.	stored online. CivicLive shall also integrate with Google Search as an alternative search solution, if desired.
Special event/facility liability forms	Secure Online Registration - by Dept.	SitePublish must feature a Facility Reservation module that shall be used by multiple departments to reserve facilities, rooms and equipment for special events using a Form.
Survey/Polling Capability	Poll/Question/Answer tracking	SitePublish's Forms, Surveys & Polls module shall be used to build surveys and polls that provide answer tracking/reporting to users set to receive this data via a customized workflow.
Vendor Registration	Online Registration	A Vendor Registration Form shall be created using Forms Surveys & Polls module that can be configured to receive desired vendor information for storing in a database of registered vendors.
Newsletters	Subscription and Online Publishing by Dept. Viewer is able to be looked at like an online catalog, not just a PDF.	Any number of Newsletters can be created using News Engine and can be structured as department-specific, content type categories, and more. These Newsletters can be subscribed to via RSS. CivicLive can explore integration solutions for 3rd party e-pub apps to be used to create online catalog versions of Newsletter content.

SitePublish CMS Software

Civiclive SitePublish CMS shall provide the following:

- Web Content Management to include Browser Based In Context Editing, What You See Is What You Get (WYSIWYG) Editor, Media and Flash Managers, Built in Image Editing, Themes, Templates and Cascading Style Sheet (CSS) management tools, and Page Checkout and Page Lock Tools

- Drag and Drop Page Design Editing
- Accuracy, currency and tracking utilizing Content Approval, Version Control, Audit Trails, Content Scheduling and automatic Archiving and Page Hiding
- Security and Access control utilizing User Permissions, Full Delegated Authoring Capabilities, and User Authentication and Login
- Dynamic Management, Navigation and User Experience utilizing Dynamic Banners and Flash Animation, Automatic Navigation Updates (dynamic breadcrumbs), Unlimited Page Depth and Complex Hierarchies, Multi-Tenant Architecture, Load Balancing and Failover, Quick Links, and Site Wide Search
- Accessibility meeting W3C, WCAG and Section 508 Guidelines including full Accessibility Controls, Accessibility Checker to include link checker, content reports and update and usage reports. Other tools provided include Font Resizing, Printable Pages, and Alt-Tags.
- Social Networking & Collaboration providing True Social Media Integration with seamless integration with popular social networking platforms like Facebook, Twitter, StumbleUpon, YouTube and Flickr.
- Communication and Participation by creating local social networks utilizing integrated Social Group Pages and Web 2.0 tools which include features such as Government Blogs and Podcasts, Polls and Surveys, Forums, Photo Albums, and Wikis
- Distribute News and Information utilizing News and Alert Engine which also integrates with RSS Feeds
- Centralized Information to Manage Time, Resources, and People using such tools as the Searchable Directory to create searchable and cross referenced online directories, Calendars & Event Management, Event Registration, Room and Resource Management, and RFP Management
- Provide Knowledge Management with Centralized and Organized Information utilizing Meetings Media Repository, Document Manager and Policy Manager, Workflows and Business Automation, Taxonomy and Metadata Support, Unified Search Tools, Google Integration and integration with MS Office
- Search Engine Optimization (SEO) capabilities and On Page Analytics

Software Maintenance & Upgrades

Civiclive SitePublish CMS, shall undergo one major software upgrade per year, with quarterly releases of smaller fixes. Ad-hoc releases can also occur in order to address a City identified bug fixes. Software upgrades shall to the best of CivicLive's ability be scheduled for off-hours such as weeknights at midnight.

CivicLive SaaS Solutions shall provide the following support and maintenance related services and resources:
- Online Training Manuals
- Online Training Videos
- 24/7 Customer.NET access (client Intranet)

21

30

- Software Update Newsletter
- Monthly "tips and tricks" blog
- Assistance with additional Software Integration
- Patching and Security Fixes
- Unlimited FTP access
- Proactive Support for Upgrades ad Fixes
- Ongoing Application Development
- Source Code Access
- Long Term Technical Support Ticket Tracking

Web Hosting & Infrastructure

Web Hosting shall be provided by Consultant and shall be included as part of SaaS. Data Protection Services shall be part of the Web Hosting provided by Consultant and includes the following security measures:

- Monitoring and Backup
- Firewall and Privacy
- Disaster Recovery
- Database and Network Redundancies

EXHIBIT B

Schedule of Performance

Consultant shall complete the work required under this Contract, as also described below, pursuant to the Schedule of Performance stated below.

City of Elk Grove's Website Maintenance & Professional Services SmartWork Project Timeline		
TASKS	**TIME TO COMPLETE**	**RESPONSIBLE PARTY**
ENVISIONING	**2 Days**	
Requirements and Scope Gathering	**Completion within 2 days from receiving Notice to Proceed**	City Project Team
Project Kick-off Meeting		Consultant & City Teams
PLANNING	**8 Days**	
Define Project Requirements Based on Meetings	**Completion within 8 days from receiving Notice to Proceed**	Consultant Project Manager
Draft Project Charter and Project Plan		Consultant Project Manager
Client Reviews and Provides Feedback		City Project Team
Project Charter and Project Plan Revised		Consultant Project Manager
First Milestone | Project Charter and Project Plan Signed		
DESIGNING	**55 Days**	
Initial Design Vision & Analysis Meeting	**Completion within 55 days from receiving Notice to Proceed**	Consultant & City Teams
Information Architecture		
Navigation Planning (Info categorization)		Consultant Usability Expert
Gather and Review Feedback		City Project Team
Feedback Changes		Consultant Usability Expert
Milestone | IA Sign-Off		
Wireframes		
Produce Wireframes		Consultant Graphic

23

32

		Designer
Gather and Review Feedback		City Project Team
Final Wireframe		Consultant Graphic Designer
Milestone	Wireframe Sign-Off		
Interface Design		
Produce Initial Interface Design		Consultant Graphic Designer
Gather and Review Feedback		City Project Team
Produce Final Interface Design		Consultant Graphic Designer
Milestone	Interface Sign-Off		
Technical Implementation of Designs		
Develop Responsive (mobile-optimized) External Templates		Consultant Graphic Designer
Develop Internal Templates		Consultant Graphic Designer
CONFIGURING	**30 Days**	
SitePublish System Implementation		
SitePublish Installed on Staging Environment	**Completion within 30 days from receiving notice to proceed.**	Consultant Analyst
SitePublish Functionality Configuration		Consultant Analyst
Additional 3rd Party Software Integration		Consultant Analyst
Search Mechanism Configuration		Consultant Analyst
TRAINING	**2 Days**	
Prepare Training Documentation	**Completion within 2 days from receiving notice to proceed.**	Consultant Trainer
Onsite Training		Consultant Trainer & Client Staff
Milestone	Internal Site Launch		
MIGRATING	**7 Days**	
Customer Provides All Site Content	**Completion within 7 days from receiving notice to proceed.**	City Project Team
Website Content Migration		Consultant Migration Specialist
Automated Document Migration		Content Migration Specialist

24

33

Migration Quality Assurance Testing		Consultant Analyst
Customer Reviews Migration		Consultant Project Team
STABILIZING	**20 Days**	
**Milestone	Beta Site Launch**	**Completion within 20 days from receiving notice to proceed.**	
Acceptance Testing		
Customer Tests and Validates Site as Needed		City Project Team
Revisions Made		Consultant Analyst
Customer Retests the Revised Beta Site		City Project Team
DEPLOYING	**1 Day**	
**Final Milestone	Go Live!**	**Completion within 1 day from receiving notice to proceed.**	
Final Meeting & Hand-over to Technical Support		All Project Teams

34

EXHIBIT C

Compensation and Method of Payment

Consultant shall be compensated at the rates and according to the schedule set forth herein.

1. ONE-TIME COSTS   **$63,000.00**

One-Time Costs payable to Consultant in the amount of $63,000 which shall include all services and deliverables provisioned using SmartWork Project Implementation Methodology including, without limitation, the following: Designing new websites, configuring SitePublish CMS, Training Elk Grove staff, and conducting rigorous Quality Assurance right through to the day the new websites goes live to the general public.

Key deliverables included in this fee:

1. An Onsite Project Kick-Off Meeting
2. Our 100% Design Satisfaction Guarantee
3. Responsive Website Design for ElkGroveCity.org
4. Responsive Website Design for ElkGrovePD.org
5. A completely-configured SitePublish CMS for managing both websites
6. Consuming of ARCGIS Web Services to display maps and data tables
7. Up to 4 Onsite Training Sessions for Elk Grove staff

2. ANNUAL SOFTWARE-AS-A-SERVICE FEE (Hosting and Software Maintenance Services)   **$11,000.00**

Commencing with the second year of the Contract term, Consultant shall be paid an annual Software-as-a-Service ("Saas") solution fee in the amount of $11,000, payable monthly in equal amounts, which includes, without limitation, the following:

1. Website Hosting for ElkGroveCity.org
2. Website Hosting for ElkGrovePD.org
3. SitePublish CMS Software Version Upgrades & Maintenance
4. Unlimited-User SitePublish Software License
5. Unlimited Access to CivicLive Technical Support
6. A Redesign of ElkGroveCity.org and ElkGrovePD.org at the End of Contract Year #4 [if desired]

There shall be no Annual SaaS Fee for the first year of the Contract term as the fee for those services are included in the One-Time Costs fee stated above.

3. OPTIONAL ADDITIONAL SERVICES & RATES

Should the City desire additional work not provided herein, the following hourly rates or unit costs shall apply subject to Section 10 (Amendments, Changes or Modifications) of this Contract.

A. HOURLY RATES FOR ALL PROFESSIONAL SERVICES

PROFESSIONAL SERVICES	HOURLY RATE
Programing	$125.00
Graphic Design	$125.00
Quality Assurance Analysis	$125.00
Project Management	$125.00
Marketing Specialist Services	$125.00
Usability Testing / Improvement	$115.00
Technical Support (for no-contract clients)	$115.00

B. OPTIONAL ADDITIONAL TRAINING SERVICES

TRAINING TYPE	UNIT COST
1 Session of Online Training [for up to 5 Staff Members per session]	$350.00
1 Session of Onsite Training [for up to 10 staff members per session] [includes travel-related costs]	$1,500.00

4. OTHER PROVISIONS

A. The rates stated herein are all-inclusive and include, without limitation, Consultant's preparation time, materials, travel, and incidentals.

B. Under no circumstances shall the aggregate amount paid under this Contract exceed the amount specified in Section 4.A (Compensation) of the Contract and if the Contract is approved by the City Manager, all compensation paid to Consultant each year shall meet the cost limitation set forth in the City of Elk Grove Municipal Code Chapter 3.42.

C. Payment Schedule: Payment shall be made based on the following schedule:
   a. ONE-TIME COSTS (Not to exceed $63,000):
      i. 50% on Contract Signing
      ii. 25% on Delivery (installation of software in City environment)
      iii. 25% on Acceptance by City (User Acceptance Testing (UAT) completion)
   b. ANNUAL SOFTWARE-AS-A-SERVICE (SaaS) Fee (Not to exceed $11,000 annually)
      i. Billed annually at the beginning of each Contract year, commencing in year two of the Contract.

27

36

c. OPTIONAL ADDITIONAL SERVICES

    i. Optional additional services shall be billed according to the written amendment, change or modification approved by the parties as set forth herein.

D. Summary of Costs Per Contract Year: The following is a summary of costs payable to Consultant during the Contract term, including the option extension term:

Year 1:	One-Time Cost (Website Development and CMS Conversions)	$63,000
	Annual SaaS Fee	Included in the One-Time Cost above
Year 2:	Annual SaaS Fee	$11,000
Year 3:	Annual SaaS Fee	$11,000
Year 4:	Annual SaaS Fee	$11,000
Year 5:	Annual SaaS Fee	$11,000
Year 6:	Annual SaaS Fee	$11,000 (City Optional Extension)
Year 7:	Annual SaaS Fee	$11,000 (City Optional Extension)
Year 8:	Annual SaaS Fee	$11,000 (City Optional Extension)

Under no circumstances shall the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Consultant each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.

EXHIBIT D

Insurance Requirements

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein:

1. Worker's Compensation
   a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employers Liability coverage. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
   b. Employer's Liability Coverage shall not be less than the statutory requirements.
   c. If an injury occurs to any employee of the Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Consultant.
   d. Should the Consultant be exempt from California Labor Code §3700, Consultant shall execute the "Consultant Release of Liability for Worker's Compensation Coverage" on the form provided in Exhibit F in lieu of providing proof of Worker's Compensation Insurance.

2. Errors and Omissions; Malpractice; Professional Liability. Errors and omissions, malpractice, or professional liability insurance with coverage of not less than $1,000,000 per occurrence. Consultant shall provide Retroactive Date for claims-made policies. Upon termination of this agreement, the same insurance requirements in Section 3 of this Exhibit will apply for a one (1) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.

3. Acceptability of Insurers: Insurance is to be placed with insurers with **a Bests' rating of no less than A:VII.**

29

38

4. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.

5. The Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At anytime at the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.

6. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.

7. The Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.

8. If the Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.

9. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.

10. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.

11. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.

12. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

30

EXHIBIT E

Certificate of Compliance With Labor Code § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)

CONSULTANT

John Carbrey, Director

31

40

ATTACHMENT 3

Civica / Pixel		Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Total
	Technical Score	88	87	92	78	92	86	523
	Cost Score	52	52	52	52	52	52	312
	Total	140	139	144	130	144	138	835

CivicLive		Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Total
	Technical Score	93	81	91	87	87	92	531
	Cost Score	68	68	68	68	68	68	408
	Total	161	149	159	155	155	160	939

Escudero		Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Total
	Technical Score	68	77	65	79	66	70	425
	Cost Score	60	60	60	60	60	60	360
	Total	128	137	125	139	126	130	785

Vision Internet		Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Total
	Technical Score	90	88	83	94	90	92	537
	Cost Score	48	48	48	48	48	48	288
	Total	138	136	131	142	138	140	825

RFP EVALUATION PROCESS

Evaluation and scoring of the proposals occurred in three steps.

1. Score proposals
2. Interviews
3. Best and Final Offers (BAFO)

The following sections detail the evaluation process, which resulted in the scoring committee's recommendations for selection.

Scoring Proposals
The evaluation of the RFPs was based on best value. Technical and Cost were the two segments of scoring that determined the overall ranking as illustrated below:

- Technical Proposals = 100 points total
  - 30 Points for Proposers Resources (staffing)
  - 10 Points for Each of the Plans, a total of 70 Points
    - On Going Maintenance Plan
    - Transition and Startup Plan
    - Communication Plan
    - Content Management System (CMS) Capabilities
    - Geographic Information Systems (GIS) Components
    - Proposers Qualifications
    - Functional Components and Tools Availability

- Cost Proposal = 100 points total
  - 80 points – Monthly Maintenance (40 points) and Fixed Hourly Rates (40 points)
  - 20 points – CMS Conversion Fee

The RFP stipulated the following in regards to scoring of the RFPs and inviting Proposers to the interview process:

The score from both the Technical (maximum possible score is 100 points) and Cost (maximum possible score is 100 points) proposals will be added together to determine the total score of the submitted proposal. The maximum possible total score is 200 points.

If the City receives more than four (4) proposals, the top four (4) scoring proposals will be considered as most competitive and will continue with the selection process. The other proposals shall be eliminated from further consideration.

After a detailed and thorough review of the thirteen proposals that were submitted, the four companies below were invited to the interview process as follows:

- Civica / Pixel
- CivicLive
- Escudero Web Services
- Vision Internet

Interviews
The next step in the selection process was private interviews with members of the project team and each of the proposers identified above. The interviews took place May 8, 2014. The interviews provided proposers the opportunity to answer questions about and clarify facets of their proposals with the project team.

Best and Final Offers (BAFOs)
BAFOs provided the opportunity for proposers invited to the interview process to amend their proposal based on the clarifications received in the interviews. (BAFOs are common in the RFP process and can help achieve a better value and understanding of the work overall.)

Rankings:
The table below shows the average scoring and ranking of the technical portion of the evaluation process:

	Technical	Rank
Civica / Pixel	87.17	3
CivicLive	88.50	2
Escudero	70.83	4
Vision Internet	89.50	1

The table below shows the average scoring and ranking of the cost portion of the evaluation process:

	Cost	Rank
Civica / Pixel	52.00	3
Civic Live	68.00	1
Escudero	60.00	2
Vision Internet	48.00	4