



### GSA Contract

<b>Organization</b>	Town of Prescott Valley	URL	www.pvaz.net	
Street Address	7501 E. Civic Circle			
Address 2				
City	Prescott Valley	State	AZ	Postal Code 86314
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.				
<b>Emergency Contact &amp; Mobile Phone</b>	Casey Danner, 928-237-0466			
<b>Emergency Contact &amp; Mobile Phone</b>	Shelley Geiger, 928-308-0148			
<b>Emergency Contact &amp; Mobile Phone</b>	Sean Jones, 928-237-0467			
<b>Billing Contact</b>	Accounts Payable	E-Mail	<a href="mailto:accountspayable@pvaz.net">accountspayable@pvaz.net</a>	
Phone	928-759-3019	Ext.	Fax	928-759-3110
Billing Address	7501 E. Civic Circle			
Address 2				
City	Prescott Valley	ST	AZ	Postal Code 86314
Tax ID #	86-0356435	Sales Tax Exempt #	Not exempt	
Billing Terms	Annual	Account Rep	Will Spicer	
Info Required on Invoice (PO or Job #)				
<b>Contract Contact</b>	Larry Tarkowski	Email	<a href="mailto:ltarkowski@pvaz.net">ltarkowski@pvaz.net</a>	
Phone	928-759-3101	Ext.	Fax	928-759-3110
<b>Project Contact</b>	Casey Danner	Email	<a href="mailto:cdanner@pvaz.net">cdanner@pvaz.net</a>	
Phone	928-759-3006	Ext.	Fax	928-759-3110

### Terms & Conditions

**Client Deliverable**

1. Icon Enterprises, Inc., d/b/a CivicPlus (“CivicPlus”) will create a unique website for the Town of Prescott Valley (“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.
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.



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.

#### **Billing & Payment Terms**

7. As detailed in Exhibit A.1 – Project Development Scope of Work, one half of the total First Year Fee will be billed upon completion of Phase 2: Website Layout. 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. Acceptance of the timeline established with the CivicPlus project manager indicates the acceptance of the billing milestones.
8. The Client shall sign a project completion and acceptance notification prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately after completing training the final bill for the project development services will be billable and payable, 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.
9. First Year Fee and Project Development invoices are due by the first of the following month, but no sooner than 30 days from invoice date.
10. Invoicing for 2<sup>nd</sup> year and beyond Annual Services begins one (1) year from contract signing.
11. Annual Services invoices, beyond the first year, may be prorated in order to correlate with the Client's budget year.
12. 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 30 days from invoice date.
13. Project development will be discontinued if payment is not made within 30 days after the invoice due date.
14. After project go-live, if the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual 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.
15. 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.
16. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month 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).
17. 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.
18. Client acknowledges and agrees that certain services for which Client is contracting hereunder may be rendered by or with third-party providers under contract with CivicPlus, and thus the cost of such services hereunder is dependent upon the financial arrangements between CivicPlus and such third-party providers. Client acknowledges and agrees that the price to Client for the services hereunder may be reasonably adjusted at any time, at CivicPlus' sole discretion, to reflect an increase in cost to CivicPlus as a result of its financial arrangement with a third-party provider. Client acknowledges and agrees that this Agreement as so modified will continue in full force and effect as otherwise provided herein, and that Client will pay any such increased price according to such other payment terms hereof.

#### **Agreement Renewal**

19. 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.
20. 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.
21. 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 full payment of the remainder of the contract is due within 15 days of termination.
22. Each year this Agreement is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Services costs will be applied.



## Support

23. 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.
24. 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.
25. 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.
26. 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

27. 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.
28. 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.
29. 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.
30. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a case study related to their website.
31. 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

32. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content.
33. 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.
34. 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.
35. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

## Indemnification

36. Client shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful misconduct on the part of CivicPlus. If Client and CivicPlus are both negligent, damages shall be



apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities not a party to this contract.

37. CivicPlus agrees to defend, indemnify and hold harmless the TOWN, its officers, employees and agents and the officers, employees and agents of the Town of Prescott Valley each severally and separately against any and all liabilities, demands, claims, damages, losses, costs and expenses whatsoever kind or nature arising out of, resulting from, or which would not have occurred or existed but for the negligence of CIVICPLUS, its employees or agents. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of indemnity as provided in this Section.

#### **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.

#### **Insurance**

41. Without limiting any liabilities or other obligations of CivicPlus hereunder, CivicPlus shall, prior to commencing with the services hereunder, secure and continuously carry with insurers authorized to do business in Arizona the following insurance coverage:

Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the services performed by CivicPlus, or any person employed by CivicPlus, with a limit of not less than \$2,000,000 each claim.

#### **Governing Law and Compliance with Laws**

42. This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona and will be considered made and entered into in Yavapai County. Each party shall comply with all applicable laws and regulations.

#### **Conflict-of-Interest**

43. This Contract may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict of interest as described therein by any person significantly involved in negotiating this Agreement on behalf of the TOWN.

#### **Approvals**



TOWN OF PRESCOTT VALLEY, a municipal corporation of ARIZONA:

BY: \_\_\_\_\_

Harvey Skoog, Mayor

Date

BY: \_\_\_\_\_

CivicPlus Representative

Date

ATTEST:

\_\_\_\_\_  
Diane Russell, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ivan Legler, Town Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Sign and E-mail or Fax this Copy**

Attn: Contract Manager  
E-mail: SalesCoordinators@CivicPlus.com  
Fax: 785-587-8951

**And – Mail Two (2) Signed Originals**

CivicPlus Contract Manager  
317 Houston St., Suite E  
Manhattan, KS 66502

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 August 20, 2014.

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	0.00	-
Project Manager	\$135.86	60.75	\$8,253.50
Network Consultant	\$135.86	0.00	-
Wireless Network Technician	\$135.86	0.00	-
Programmer	\$131.48	35.00	\$4,601.80
Graphic Designer	\$109.57	23.25	\$2,547.50
Writer	\$109.57	0.00	-
Server and Network Technician	\$109.57	11.25	\$1,232.66
Trainer	\$109.57	34.50	\$3,780.17
PC Technician	\$89.41	0.00	-
Content Developer	\$80.64	52.50	\$4,233.60
<b>Total First Year Fee</b> (includes first year annual services of \$3,478)			<b>\$24,649.23</b>

### Project Development Includes the Following:

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



## Exhibit A.1 Project Development Scope of Work

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



<p><b>Phase 3: Website Reveal</b></p> <p><u>Deliverable:</u> Completed website design and navigation structure will be presented. You will be able to propose changes at this time.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> <li>• present a fully functional website</li> <li>• present the up to fifty pages of website content Prescott Valley contracted for</li> <li>• After Prescott Valley approves the design, content and functionality CivicPlus will conduct a review of the website to ensure the statement of work is met</li> <li>• work with Prescott Valley to prepare for training</li> </ul>	<p>Prescott Valley will:</p> <ul style="list-style-type: none"> <li>• evaluate the website design and content and provide CivicPlus with feedback</li> <li>• collaborate with CivicPlus on proposed changes</li> <li>• revise the design as many times as deemed necessary, up to the deadline set by Prescott Valley and CivicPlus during the Kick-off meeting</li> <li>• If design changes are requested after the set date, the project's go live will be adjusted</li> </ul>
<p><b>Phase 4: 24 Hours Customized Interactive Webinar Training</b> for up to 6 employees</p> <p><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.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> <li>• provided training to Prescott Valley before the website goes live</li> <li>• train up to 6 Prescott Valley staff members based on internal daily task and workflow</li> <li>• train staff members on how to use the GCMS®, update content pages and modules</li> <li>• provide access to training online training manuals and videos for the Prescott Valley staff</li> </ul>	<p>Prescott Valley will:</p> <ul style="list-style-type: none"> <li>• provide a location for training in Prescott Valley with internet access</li> <li>• provide computers for staff to be trained on</li> <li>• 2<sup>nd</sup> billing milestone approved</li> </ul>
<p><b>Phase 5: Go Live</b></p> <p><u>Deliverable:</u> Custom website launched to the public.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> <li>• fix system issues and bugs that Prescott Valley finds</li> <li>• CivicPlus' Quality Control team will complete a final spelling and links check</li> <li>• redirect the domain name to the newly developed website when PROSPECT signs off on the project</li> </ul>	<p>Prescott Valley will:</p> <ul style="list-style-type: none"> <li>• have about three weeks to test and update the final site</li> <li>• notify CivicPlus on any system issues or bugs that CivicPlus needs to fix</li> </ul>
<p><b>Project Enhancements</b></p>	
<p>Two Department Header Packages – includes up to 20 pages of content migration (No annual fee in the first year; annual fees starts in second year)</p>	<p><b>Included</b></p>



<b>Second Year Annual Services – 12 months from contract signing</b>		<b>\$3,661</b>
Server Storage not to exceed 15 GB Subject to annual 5% increase year 3 and beyond		
<b>Annual Services Include the Following:</b>		
<b>Support</b>	<b>Maintenance of CivicPlus Application &amp; Modules</b>	<b>Hosting</b>
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