

SERIAL 15059 RFP HOSTED CONTENT MANAGEMENT SYSTEM

DATE OF LAST REVISION: April 06, 2016

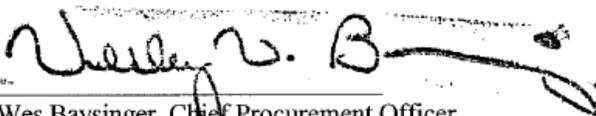
CONTRACT END DATE: April 05, 2021

CONTRACT PERIOD THROUGH APRIL 05, 2021

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **HOSTED CONTENT MANAGEMENT SYSTEM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 06, 2016**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

BW/at
Attach

Copy to: Office of Procurement Services
Susan Christensen, OET
Chris Johnson, OET



CONTRACT PURSUANT TO RFP

SERIAL 15059-RFP

This Contract is entered into this 6th day of April, 2016 by and between Maricopa County ("County" or "Customer"), a political subdivision of the State of Arizona, and Icon Enterprises, dba Civic Plus, a Kansas corporation ("Contractor" or "CivicPlus") for the purchase of website development, hosting support and professional services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of five (5) years, beginning on the 6th day of April, 2016 and ending the 5th day of April, 2021.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index-All Urban Consumers for the West Urban Area or 3% whichever is greater.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A, A-1."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)

- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.3.6 The Contractor shall have all rights and remedies available for payment default as set forth in Arizona Revised Statutes §35-342 and 11-622.

3.4 APPLICABLE TAXES:

3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.6.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified

school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.7.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B-J", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but

only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence or willful misconduct of County or its agents, representatives, officers, directors, officials or employees.

6.2 INSURANCE:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or

underground property damage.

6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 **Cyber – If a vendor is “getting into” County computer systems**

Policy Limit:

6.2.11.1 The policy shall be issued with minimum limits of \$100,000.

6.2.11.2 The policy shall include coverage for all directors, officers, agents and employees of the Contractor.

6.2.11.3 The policy shall **include coverage for third party fidelity.**

6.2.11.4 The policy shall **include coverage for theft.**

6.2.11.5 The policy shall **contain no requirement for arrest and conviction.**

6.2.11.6 The policy shall cover loss outside the premises of the **Named Insured.**

6.2.11.7 The policy shall endorse (**Blanket Endorsements are not acceptable**) the Department as **Loss Payee** as our interest may appear.

6.2.12 **Certificates of Insurance.**

6.2.12.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.12.2 In the event any insurance policy (ies) required by this contract is (are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 **Cancellation and Expiration Notice.**

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 FORCE MAJEURE:

- 6.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.
- 6.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 6.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.
- 6.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.4 WARRANTY OF SERVICES:

- 6.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.4.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5 INSPECTION OF SERVICES:

- 6.5.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.5.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.5.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 6.5.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.5.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.5.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.5.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.5.4.2 Terminate the Contract for default.

6.6 **REQUIREMENTS CONTRACT:**

6.6.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

6.6.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.6.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.7 **SUSPENSION OF WORK:**

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.8 **STOP WORK ORDER:**

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.8.1 Cancel the stop-work order; or

6.8.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.8.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.10 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.10.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.10.2 Make progress, so as to endanger performance of this contract; or

6.10.3 Perform any of the other provisions of this contract.

6.10.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.12 CONTRACTOR LICENSE REQUIREMENT:

6.12.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.12.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses

by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.13 SUBCONTRACTING:

6.13.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.13.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.15 ADDITIONS/DELETIONS OF SERVICE:

6.15.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.15.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.16 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.17 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.18 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.

Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

- 6.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor
 - 6.20.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 6.20.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 6.20.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 6.20.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 6.20.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 6.21.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
- 6.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the

Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.22 INFLUENCE:

6.22.1 As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.22.2 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.22.3 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.23 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.23.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.23.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.23.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.24 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.25 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.26 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.27 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.28 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.29 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.30 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.31 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract the governing document shall prevail in the order of precedence established by the incorporation of documents in Section 6.36.

6.32 INTELLECTUAL PROPERTY:

Intellectual Property of the CivicPlus Government Content Management System (GCMS®) will remain the property of Contractor. County 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. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of Contractor, and no right or license is granted to use them. Notwithstanding the foregoing, County allows Contractor to display a “Government Websites by CivicPlus” web link to Contractor’s website at the bottom of County web pages developed under this Contract. The County understands that the pricing and any related discount structure provided under this Contract assumes such permission throughout the duration of this Contract.

6.33 CONTENT OWNERSHIP:

County will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information). Upon completion of the development of the site, County will assume full responsibility for website content maintenance and content administration. County, not Contractor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. County agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users’ Personal Data on the website. County further agrees that Contractor has no responsibility for the use or storage of end-users’ Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by County of Personal Data.

6.34 ESCROW:

Contractor agrees to enter into a Software Escrow Agreement with County and a third-party Software Escrow Service Provider detailed herein to be mutually decided upon between Contractor and County, at no cost to the County. Such Software Escrow Agreement will provide that all software, source code and other proprietary data owned by Contractor and used by Contractor in the course of performing the services under this Contract shall be released to County and County shall acquire ownership interest in such software, source code and other proprietary data covered by the Software Escrow Agreement in the event that:

- i. Contractor materially breaches any provision of this Agreement regulating the use of such software, source code and/or proprietary data covered by the Software Escrow Agreement.
- ii. Contractor ceases to function as a going concern or operate in the ordinary course; or
- iii. Contractor is subject to voluntary or involuntary bankruptcy.

6.35 CHANGE CONTROL PROCESS:

Either party may request a change to the scope of work required under this Contract on any task including but not limited to, alterations, additions, deviations, and omissions from or to the scope of work. Contractor shall provide County with a written assessment within a reasonable time identifying the price and schedule impact of implementing the change. Neither party shall be obligated to commence work on the requested change until they have agreed in writing to an equitable adjustment. If a change to the contract pricing occurs pursuant to this paragraph, Contractor will provide the County with a written change order identifying the pricing impact per Exhibit F.

6.36 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.36.1 Exhibit A, Pricing; and

6.36.2 Exhibit A-1, Optional Pricing; and

6.36.3 Exhibit B, Scope of Work; and

- 6.36.4 Exhibit C, CMS Requirements Matrix; and
- 6.36.5 Exhibit D, Service Level Agreement; and
- 6.36.6 Exhibit E, Additional Hosting Requirements; and
- 6.36.7 Exhibit F, Platinum Hosting Service Features; and
- 6.36.8 Exhibit G, Service & License Additional Terms and Conditions; and
- 6.36.9 Exhibit H, Proposed Project Timeline; and
- 6.36.10 Exhibit I, Change Control Process; and
- 6.36.11 Exhibit J, Office of Procurement Services Contractor Travel and Per Diem Policy; and
- 6.36.12 Exhibit K, Contractor's response to questions dated October 1, 2015 to 15059-RFP (reference document); and
- 6.36.13 Exhibit L, Contractor's RFP response to solicitation dated August 20, 2015 to 15059-RFP (reference document)

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

CivicPlus
ATTN: Ward Morgan
302 South 4th Street
Manhattan, Kansas 66502

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR:



AUTHORIZED SIGNATURE
S. Ward Morgan, Chief Executive Officer
PRINTED NAME AND TITLE
302 S. 4th Street, Manhattan KS 66502
ADDRESS
03/28/2016
DATE

MARICOPA COUNTY:



CHAIRMAN, BOARD OF SUPERVISORS
APR 03 2016
DATE

ATTESTED:



CLERK OF THE BOARD
APR 03 2016
DATE

APPROVED AS TO FORM:



MARICOPA COUNTY ATTORNEY
March 30, 2016
DATE

EXHIBIT A
PRICING

SERIAL 15059-RFP

NIGP CODE: 91596

RESPONDENT'S NAME: Icon Enterprises, Inc., d/b/a CivicPlus

COUNTY VENDOR NUMBER : 2011006953

ADDRESS: 302 S. 4th St., Suite 500
Manhattan, KS 66502

P.O. ADDRESS:

TELEPHONE NUMBER: 888-228-2233

FACSIMILE NUMBER: 785-587-8951

WEB SITE: www.CivicPlus.com

CONTACT (REPRESENTATIVE): Jenny Martin

REPRESENTATIVE'S E-MAIL

ADDRESS: Jmartin@CivicPlus.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[]	[X]	_____ %
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.

[X] NET 30 DAYS

Payment Milestones:

Consulting, design, usability guidance, programming, secure hosting and dedicated training - CivicPlus delivers all of this and more during the development of your new website. Scheduling and phases will be adapted once the final scope is defined for Maricopa County. CivicPlus invoicing for Maricopa's project development is:

- 25% of First Year Investment Total invoiced after completion of Phase 2 services
- 25% of First Year Investment Total invoiced after completion of Phase 3 services
- 25% of First Year Investment Total invoiced after completion of Phase 4 services
- Remaining 25% of First Year Investment Total invoiced after completion of Phase 5 services

Phases will not be changed for billing purposes until Maricopa County has signed off on all requirements, in each phase, have been met.

Project Development & Deployment	<ul style="list-style-type: none"> ■ Initial GCMS® upgrades, maintenance and support ■ Migration of 2,532 pages of existing content 	Included
1.0 Professional Services Uniform Messaging	<ul style="list-style-type: none"> ■ 10 Days of Website Design and Uniform Message Consulting 	Included
2.0 Development, Migration & Hosting	<ul style="list-style-type: none"> ■ 10 Days of On-Site Citizen and Public Engagement Consulting (with an additional consultant - 2 consultants total) ■ 10 Days of On-Site Content Consulting ■ 15 Days of On-Site Customized Training ■ 5 Days of On-Site Project Implementation Go-Live Kickoff (with an additional consultant - 2 consultants total) ■ 10 Days of Refresher Training (90 days after Go-Live) ■ 5 Days of Refresher Training (12 months after Go-Live) ■ 16 Department Header Packages with Theme ■ 2 Custom Mobile Apps ■ CivicSend ■ LDAP Integration ■ Platinum Security Package Upgrade ■ 2,532 Pages of Total Content Migration including the following URLs. <ul style="list-style-type: none"> • www.maricopa.gov • http://www.fcd.maricopa.gov/ • http://www.mcdot.maricopa.gov/ • http://swm.maricopa.gov/ • http://myhds.maricopa.gov/ ■ Intranet Development – includes all GCMS functionality and migration of 300 pages of content migration ■ 500 Hours of API Integration & Custom Programming – this includes the items agreed to in the Matrix ■ Third Year Re-design – at the end of your third year of continuous service with CivicPlus, you are eligible to receive a basic website redesign with no further out-of-pocket expense ■ Continuous Improvement – through monthly updates by our team of designers (5 Hours per month / 60 hours per year). ■ 50 Additional Citizen Request Tracker User Licenses ■ 31,500 Notify Me Subscribers: includes 62 additional - [Text Messaging/SMS - unlimited texting (per 500 numbers)] 	Included

Total Cost Year 1

\$985,629

Annual Hosting/Maintenance Services Fee

This allows you to receive maximum benefit at minimal cost while protecting your investment. Each year of your contract, you'll receive system enhancements, maintenance and optimization and have full access to our support staff so your site stays up-to-date with our latest features and functionality. Your annual protection fee includes redundant hosting services, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, system enhancements, recurring training, and access to the CivicPlus community.

- 5 Days of On-Site Refresher Training (during year 2)
- 5 Days of On-Site Refresher Training (during year 3)

\$139,765

Annual Hosting Services (Year 2-5)

Year 2	Year 3	Year 4	Year 5
\$145,045	\$145,045	\$139,765	\$139,765

The Annual Hosting Services Year (6-10) Base rate of \$139,765 plus a technology investment and benefit fee of 5 percent (%) of the total Annual Services costs beginning the sixth year of consecutive service.

CivicPlus Redesign Guarantee - At the end of your third year of continuous service with us, you are eligible to receive a basic website redesign with no further out-of-pocket expense. Your website stays current and doesn't need to be re-built from the ground up again!

Functionality Options	One-Time	Annual
CivicMobile Custom Mobile App (iOS & Android)	\$5,500	\$1,950
Department Header Package – includes up to 20 pages of content migration. A department header is located within the parent site and has the same layout and color palette as the parent site. This package includes a different banner, banner image, background, main navigation and (if desired) a unique URL. Department Header Packages must maintain the same layout and functionality of the parent site. (No annual fee in the first year - annual fees starts in second year.)	\$3,500	\$650
Department Header Package with a Theme – includes up to 20 pages of content migration. A department header is located within the parent site and has the same layout as the parent site. The color scheme and color palette may also be changed. This package includes a different banner, banner image, background, main navigation and (if desired) a unique URL. Department Header Packages must maintain the same layout and functionality of the parent site. (No annual fee in the first year - annual fees starts in second year.)	\$5,000	\$650
Premium Subsite - includes up to 20 pages of content migration (additional content migration may be added, per pricing below) A subsite is a completely unique website (with separate administration) that allows departments or divisions to stand out and reflect a distinct focus – at a drastically reduced cost. Subsites still utilize our Content Management System, but offer more freedom and separation from the main – or parent – site for a unique visitor experience. (No annual fee in the first year; annual fees starts in second year)	\$8,000	\$1,575

SERIAL 15059-RFP

Media Center with Live Streaming Video (10GB of server storage included)	\$1,000	\$1,000
Additional CivicMedia Storage - 10GB increments - Annual		\$600
Additional Text Messaging/SMS - unlimited texting (per 500 numbers)		\$850
Additional Citizen Request Tracker Users Licenses (per 5 licenses)		\$275
Additional Website Storage of 10GB increments (with DR & Backup)		\$250
<p>Maricopa County will receive a 20% discount off of all standard pricing for one time fees. Please note: this does not apply to annual fees, custom programming or additional content migration</p>		
<p>PROFESSIONAL SERVICES OPTIONS</p>		
Additional Training (3 Days - on site)	\$8,800	
Refresher Training (5 days – on site) Note: may also be included in the yearly annual fee	\$13,200	
Professional Consulting Services (3 days on-site)	\$9,900	
<p>Maricopa County will receive a 20% discount off of all standard pricing for one time fees. Please note: this does not apply to annual fees, custom programming or additional content migration</p>		
<p><i>Please note: Standard Pricing for custom programming is (\$200 per hour) - pricing below reflects discounted rate for Maricopa County</i></p>		
Custom Programming (1-50 hours)	\$150.00 (per hour)	
Custom Programming (50 - 250 hours)	\$140.00 (per hour)	
Custom Programming (250 - 500 hours)	\$130.00 (per hour)	
Custom Programming (500 - 1000 hours)	\$120.00 (per hour)	
<p><i>Please note: Standard pricing for content migration is (\$70.00 per page) - pricing below reflects discounted rate for Maricopa County</i></p>		
Additional Pages of Content Migration and Optimization, 1 - 100 additional pages	\$50.00 (per page)	
Additional Pages of Content migration and optimization, 100 - 500 additional pages	\$40.00 (per page)	
Additional Pages of Content migration and optimization, 500+	\$30.00 (per page)	

EXHIBIT A-1 OPTIONAL PRICING

PREMIUM SUBSITE - A subsite is a completely unique website (with separate administration) that allows departments or divisions to stand out and reflect a distinct focus - at a drastically reduced cost. Subsites include the full CivicEngage Content Management System, but offers more freedom and separation from the main - or parent - site for a unique visitor experience. (No annual fee in the first year; annual fees start in the second year). Additional content migration may be added, per pricing below.

DEPARTMENT HEADER PACKAGE / with a Theme - A department header is located within the parent site, has the same layout as the parent site & shares administration. The color scheme and color palette may be changed. Department Header Packages include the full CivicEngage Content Management System. This package includes a different banner, banner image, background, main navigation and (if desired) a unique URL. Department Header Packages must maintain the same layout and functionality of the parent site. (No annual fee in the first year - annual fees start in the second year). Additional content migration may be added, per pricing below.

URL	ELECTED OFFICIAL	Estimated PAGES	SUBSITE		DEPARTMENT HEADER w/theme	
			Total One Time Cost for Year 1	Annual beginning year 2-5	Total One Time Cost for Year 1	Annual beginning year 2-5
Please Note: Prices includes content migration and 3 Days of on-site training. Maricopa 20% Discount is included in Total One Time Cost for year 1.						
http://clerkofcourt.maricopa.gov/default.asp	Clerk of the Court	87	\$16,790	\$1,575	\$14,390	\$650
http://mcassessor.maricopa.gov/	Assessor's Office	359	\$27,000	\$1,575	\$24,600	\$650
http://education.maricopa.gov/	Education Service Agency / Superintendent of Schools	176	\$19,680	\$1,575	\$17,280	\$650
http://recorder.maricopa.gov/	Recorder's Office	110	\$17,040	\$1,575	\$14,640	\$650
http://treasurer.maricopa.gov/	Treasurer	25	\$13,690	\$1,575	\$11,290	\$650
http://www.maricopacountyattorney.org	County Attorney	52	\$15,040	\$1,575	\$12,640	\$650
http://www.mcso.org/	Sheriff's Office	83	\$16,590	\$1,575	\$14,190	\$650
http://www.superiorcourt.maricopa.gov/	Superior Court	478	\$32,560	\$1,575	\$30,160	\$650
http://justicecourts.maricopa.gov/	Superior Court (part of Superior Court but separate site)	75	\$17,190	\$1,575	\$14,790	\$650

Future year annual increase for years 6-10 not to exceed 5% annually.

CivicEngage CMS includes an easy-to-use suite of web-based tools that enables governments to evolve their web presence so they can inform and empower staff and citizens in more efficient ways.

MODULES		FUNCTIONALITY	
Agenda Center	Frequently Asked Questions	Action Items Queue	Online Web Statistics
Alerts Center & Emergency Alert Notification	Forms Center	Audit Trail / History Log	Printer Friendly/Email Page
Archive Center	Intranet	Automated PDF Converter	RSS
Bid Postings	Job Postings	Automatic Content Archiving	Site Layout Options
Blog	My Dashboard	Dynamic Breadcrumbs	Site Search & Entry Log
Business/Resource Directory	News Flash	Dynamic Sitemap	Slideshow
Citizen Request Tracker™	Notify Me™ email and 500 SMS subscribers	Expiring Items Library	Social Media Integration
Community Connection	Photo Gallery	Graphic Link Administration	User & Group Administration Rights
Community Voice™	Quick Links	Links Redirect	Web Page Upload Utility
Document Center	Spotlight	Menu Management	Website Administrative Log
ePayment Center or eCommerce Integration	Staff Directory	Mouse-over Menu Structure	Platinum Security
Facilities & Reservations		Live Editing and Page Creation	

ADDITIONAL OPTIONS AVAILABLE:		One Time Fee	Annual
FUNCTIONALITY OPTIONS:			
CivicMobile		\$5,500	\$1,950
CivicSend		\$2,995	\$2,995
Additional Website Storage of 10GB increments (with DR & Backup)			\$250
PROFESSIONAL SERVICES OPTIONS:			
Additional Training (3 Days - on site)		\$8,800	
Refresher Training (5 days – on site) Note: may also be included in the yearly annual fee		13,200	
Professional Consulting Services (3 days on-site)		9,900	
<p style="color: red;">Maricopa County will receive a 20% discount off of all additional options available for one time fees. Please note: this does not apply to annual fees, custom programming or additional content migration.</p>			
CUSTOM PROGRAMMING:			
Standard Pricing is (\$200 per hour) pricing below reflects discounted rate for Maricopa County			
Custom Programming (1-50 hours)		\$150 (per hour)	
Custom Programming (50 - 250 hours)		\$140 (per hour)	
Custom Programming (250 - 500 hours)		\$130 (per hour)	
Custom Programming (500 - 1000 hours)		\$120 (per hour)	
CONTENT MIGRATION:			
Standard pricing for content migration is (\$70.00 per page) pricing below reflects discounted rate for Maricopa			
Additional Pages of Content Migration and Optimization, 1 - 100 additional pages		\$50 (per page)	
Additional Pages of Content migration and optimization, 100 - 500 additional pages		\$40 (per page)	
Additional Pages of Content migration and optimization, 500+		\$30 (per page)	

EXHIBIT B **SCOPE OF WORK**

Maricopa County, Office of Enterprise Technology (OET) is seeking a Contractor to migrate the current Maricopa County public facing website (www.maricopa.gov) to a hosted Content Management System (CMS), provide an ongoing web hosting platform as a service (PaaS), and provide design and uniform message consulting.

PaaS is a category of cloud computing services that provide the computing platform and the solution stack as a service. Within this model, OET is seeking a Contractor to fully manage the networks, servers, storage, software, security, backup and all other services required to deliver a scalable, high-performance CMS for Maricopa County public facing web sites.

Key Objectives:

- Develop web standards for the Maricopa County external web sites
- Develop a consistent Maricopa County Branding style design (theme)
- Transition the current Maricopa County external web sites from the current in-house infrastructure to a hosted cloud based content management system
- Improve visibility and use of social media

Key Features:

Additional detail on key features & requirements are described in the CMS Requirements Matrix (Exhibit C).

The CMS must:

- have the capability for Maricopa County Departments to maintain/update their respective web content (Decentralized Content Publishing)
- have the ability to integrate with social media, POS, Analytics, and third party
- use a flexible and industry-standard platform that allows for future development and expansion
- be easily and cost-effectively upgradeable and easily migrated to a new hosting environment
- be compatible with all standard device types
- be compatible with legacy and modern browsers

The CMS must be considered as one component of a broader online ecosystem at Maricopa County so that Maricopa County can exploit potential synergies between the **internal** and **public facing** Maricopa County web site and other portals.

The CMS must build upon proven and accepted web and application development standards/framework while maintaining the flexibility to easily grow and add new functionality for target audiences and administrators over time with minimal cost.

The Contractor will define the detailed structure of the actual solution, and will be responsible for the overall integration of the proposed processes and technologies. Partnering with the Office of Enterprise Technology (OET) staff, the Contractor will also determine how best to design the new Maricopa County Branding (look and feel) and Web Standards to migrate from the existing websites to the new CMS system, as well as update content as determined by OET in preparation of the launch of the new system.

The Contractor will include the purchase of all software, hardware, and licensing, as well as the necessary Contractor resources to develop and implement a hosted solution.

The Contractor's proposed solution must be designed to address current and, wherever possible, anticipated future business needs of the system.

The following is the Contractor response to the County solicitation requirements for a hosted CMS and related services. The Contractor agrees to fulfill the responsibilities and requirements contained herein and subject to the terms and conditions as outlined in the master contract.

Maricopa County's proactive vision to develop a user-friendly, self-service government web environment for its community and employees is commendable. In today's society, citizens expect and seek access to information outside of normal business hours. CivicPlus and its team of dedicated professionals will bring your vision to life. We have the tools and the expertise to design and implement a dynamic, visually attractive, end-user friendly, searchable and interactive website that will be easy to maintain for your staff.

You should have complete confidence that the firm you choose to achieve your vision and create your website is the right choice. Becoming your strategic, trusted partner is paramount to the professionals at CivicPlus.

Helping you reach your goal is our goal. Although you currently have a capable web presence, it's time for a new look with better functionality. Working closely with you, we will assist in designing a new look, updated usability, accessibility and quality for the delivery and exchange of information for your audience.

Our approach to achieving your vision will include:

- **Unique Design** – A customized website design to meet your unique needs and desires. This will include project design, development, and implementation of our GCMS, as well as hosting and continual support.
- **EGovernment Content Management System (GCMS®)** - A robust and sophisticated management system which allows migration of existing content and ease of use for your staff to update and manage.
- **Customized Training** – to allow your staff to hit the ground running at Go Live.
- **Dedicated Project Team** - to assist you through the development process, including your project manager, expert designer, and a team of content experts to edit and optimize your website.
- **Continuing Partnership** - means your questions are always answered – We don't disappear after your website is launched. Our support team ensures your complete satisfaction with our products.
- **CP Connection** - *THE* place to stay in the loop! Our online community for all CivicPlus clients provides you the venue to exchange ideas and best practices with other CP clients; continue training and learning more about our GCMS and support services.
- **CivicSend** – Integrated with our GCMS®, CivicSend is a visually rich e-communication platform designed to save time, improve efficiency and increase community engagement. This platform allows for unlimited subscribers, emails, and social media integration communicated through visually rich, mobile responsive and easily customizable templates.

CivicPlus is the unique provider of the Government Content Management System (GCMS®)—the most innovative, user-friendly and comprehensive source for engaging eGovernment websites. Our clients' solutions are based on the latest in web coding technologies. They function across all major browsers, platforms (including mobile) and incorporate engaging features such as social media integration.

Today, under the leadership of founder Ward Morgan, CivicPlus has more than 200 staff members and continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our more than 1,900 clients with over 50,000 users. Our commitment to setting the standard in website design, management and government communication has been instrumental in making CivicPlus a leader in web design, communication programming and hosting. We consider it a privilege to partner with municipalities such as yours to provide your community a website that will serve your needs today and in the future.

Your new website will convey a sense of place for your community, be visually appealing and utilize the latest technology to provide a convenient source of information to communicate and engage your community – so they can find the information they need, when they want it.

Why should Maricopa County choose CivicPlus to achieve its vision?

- We are driven by client service, not billings. Our goal is to become your trusted partner and deliver what you need.

- We set the industry standard and have the reputation to back it up, for helping governments better connect with citizens and constituents and we will bring that same expertise to your project.
- We deliver in-house professional consulting services to provide direction for your vision, alignment, consistency and peace of mind knowing your website will be what you need today and tomorrow.
- We develop highly-usable, mobile responsive sites so your website is available anywhere at any time.
- We create a website specific to how you and your citizens will use it and design it to be both end-user and maintenance friendly. We securely host your site in our state-of-the-art facilities – keeping it safe.
- Our proven step-by-step implementation process has been effective for clients throughout the United States, Canada and Australia.
- Since our inception nearly 20 years ago, our focus has been and continues to be, helping local governments work better and that involves knowing what you need to be successful in your procurement process. From the RFP process and finalization interviews to contract negotiation and approval to accounting and billing, CivicPlus brings the experience and familiarity with procurement processes to help keep your project moving forward and moving smoothly.

Our dedication to working closely with you throughout the project and developing a unique-to-you design ensures we deliver a website that is not only functional, but will **WOW** your visitors.

The proposed project timeline is included in Exhibit H.

Kick-Off Meeting

During the initial kick-off meeting, you will meet your project manager to establish your project timeline, review the startup kit and discuss the takeaway items that need to be completed. Your project manager will discuss the implications of deadlines and the expectations required to keep the project on track.

Phase 1: Website Optimization

Review Needs

We will review where you are now and discuss where you want to go.

Functionality, Design & Content

We will review how you want your website to look, feel and function.

Best Practices

We will discuss our CivicPlus content best practices and standards.

Phase 2: Website Layout

Based on your results and goals outlined during the website optimization phase, your project team will collaborate to present the most effective user interface for your website, ensuring a flexible design optimized to display in any format now and in the future.

Deliverables Include:

- **Layout:** You will be presented with a custom layout that showcases the placement of your navigation and key functionality.
Very similar to the floor plan of a house, the layout will allow you to focus on where things are and if the function and proportion of the space is adequate.
- **Global Navigation:** Simple navigation and consistent page layouts ensure that your visitors can easily find the information they seek. We'll provide you with a best practice navigation for your new website based on your community engagement goals and our prior experience in working with government entities.

- Mood Board: Your Project Team will also present a custom mood board reflecting the color and imagery that will set the tone for your design. A mood board is a collection of colors, textures, images, graphics, text and descriptive words. These items will be applied to the floor plan you choose. Think of this as the paint that will be used on the canvas that you have chosen.

Phase 3: Website Reveal

Your Project Team will present your layout, functionality and design based on your goals, our recommendations and our combined vision.

Content Development

During the Kick-Off Meeting and Phase 1 your staff has the role of updating the content on your current primary site. While you are making design decisions, our content development team will optimize and reorganize your content based on CivicPlus best practices. Content from sites other than the primary site can be migrated to the new primary site for an additional fee.

The CivicPlus content usability experts research and establish their standards from the following resources: Jakob Nielsen, www.usability.gov and www.howto.gov. We will format and reorganize your content so it is easy for visitors to quickly scan and retrieve desired information. There is no limit to the pages you can create after you have gone through training.

Design Review

You will have the opportunity to evaluate and collaborate with the Project Team on proposed changes. You can revise your design composition up to the deadline that you and your project manager agree upon during the timeline meeting (the average client requests a total of three). After that deadline, your project's Go Live date will be adjusted.

Following design approval and functionality development, we conduct a review to ensure your expectations are met and website best practices are upheld. Custom designs are rarely produced in anticipation of a project.

Copyright authorization and/or photography production are required unless you already have quality, usable photographs.

Accessibility Compliance

Our designers and programmers automatically implement all the accessibility features necessary to ensure your site is compliant with accessibility standards outlined within Section 508. We will make recommendations on best practices for keeping your content accessible and available for all users by ensuring that, among other things:

- All menu items are clickable
- Submenus display throughout the site
- Alt tags are used for images
- Site maps are dynamically generated
- Documents and links can be set to open in the same window

CivicPlus recognizes accessibility standards recommendations made by a variety of groups, including the World Wide Web Consortium (W3C) and the Web Accessibility Initiative (WAI) as written in the Web Content Accessibility Guidelines (WCAG). Through adherence to Section 508, CivicPlus is able to meet nearly all Priority One, Two and Three guidelines set forth in the WCAG. Those left unmet do not need to be addressed in order to allow basic access to content; some of the more stringent requirements of the WCAG may limit design and content development options.

Phase 4: Customized Training

Our goal for training is to give your staff the skills and tools they need to quickly and easily keep your website

current. Trainers will work with you to ensure your staff is correctly trained. Before your site is launched, CivicPlus provides in-person or online webinar training to equip your staff with the knowledge, tools and comfort level needed to maintain the site’s integrity upon Go Live.

Regardless of technical ability, we will help your staff gain the confidence to effectively maintain your website.

Features, Module & Page Creation Training

Included in our training for Administrators & Content Contributors will be delivering an understanding of your site’s navigation and page layout and how these affect target audiences. We will instruct your staff on creating area-rights and back-end features for site administration as well as review all the modules included with your site. Your staff will learn how to create links, format text and lay out pages for usability and scannability.

CivicPlus training manuals and videos are available for download at no cost from our online resources.

Phase 5: Go Live

This is an exciting time; it is the last step before your new site launches! Your Project Team will provide you the information you need to prepare your site for GoLive.

Testing and Review

You typically have three weeks after training to become familiar with your site. This will allow you to add, create and make adjustments to content on your production site, as well as ensure overall satisfaction with your website. Content changes will display and function the same way before and after your Go Live date

Upon completion of a collaborative final review of the website and a final spelling and links checkup by our Quality Control Team, your domain name is directed to the newly developed website.

<p>Kick-Off Meeting Deliverable: Project timeline, training jump start, online forms, kick-off meeting</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> ■ Assign a project manager to your project ■ Conduct a project Kick-off meeting to review awarded contract ■ Establish communication plan for project duration ■ Identify all key internal and external key stakeholders ■ Develop project plan and timeline ■ Provide project management and support 	<p>What we will need from you:</p> <ul style="list-style-type: none"> ■ Completion of: Functionality and Design Form, Web Team Form and Content Form (prior to Phase 1) ■ Attend Kick-off meeting with key stakeholders and decision makers ■ Approval of the project timeline ■ Update current primary content and delete any pages no longer needed or not to be migrated.
<p>Phase 1: Website Optimization Deliverable: Website optimization meeting</p>	

<p>CivicPlus will:</p> <ul style="list-style-type: none"> ■ Provide communication support and status to key stakeholders via email or phone as needed ■ Review goals and expectations you submitted on the completed forms to ensure all needs are clearly understood 	<p>What we will need from you:</p> <ul style="list-style-type: none"> ■ Gather and provide statistics from the current website for the previous 12 months ■ Collect graphics to be incorporated in the new site ■ Submit a list of all divisions and/or departments within the organization ■ Submit a list of third-party and in-house developed applications presently being utilized ■ A site map or outline of the current website’s navigational structure ■ A list of any content on the primary website that must remain intact (verbatim)
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Phase 2: Website Layout

Deliverable: Website grayscale layout and mood board color pallet presentation

<p>CivicPlus will:</p> <ul style="list-style-type: none"> ■ Present one custom layout in grayscale and one mood board color palette including placement of navigation, graphic buttons and feature areas - based on previously determined goals ■ Begin design development once approved 	<p>What we will need from you:</p> <ul style="list-style-type: none"> ■ Approval of and/or request changes to layout and mood board concepts ■ Review of marketing packet material and guidelines ■ Phase 2 - Website Layout billing milestone complete
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Phase 3: Website Reveal

Deliverable: Website design and production

<p>CivicPlus will:</p> <ul style="list-style-type: none"> ■ Present a fully functional website on production URL ■ Migrate 2,532 Pages of Total Content Migration including the following URLs. <ul style="list-style-type: none"> • www.maricopa.gov • http://www.fcd.maricopa.gov/ • http://www.mcdot.maricopa.gov/ • http://swm.maricopa.gov/ • http://myhsd.maricopa.gov/ ■ Migrate Microsoft Word or .pdf documents of current, plus previous three years, of agendas and minutes 	<p>What we will need from you:</p> <ul style="list-style-type: none"> ■ Evaluate and provide feedback on design and content ■ Collaborate with CivicPlus on proposed changes ■ Provide all necessary DNS items identified ■ Submit any revisions to design (until agreed deadline date determined during Kick-off meeting) ■ Design changes requested after agreed deadline date, will cause Go Live date to be adjusted
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Phase 4: 15 Days of On-Site Customized Training (for up to 50 employees)

Deliverable: 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 consultation

CivicPlus will:

- Provide training as agreed upon for staff members, based on internal daily task and workflow
- Train staff on GCMS®, including updating content pages and modules
- Provide access to online training manuals and videos for additional assistance

What we will need from you:

- Provide a location for training with internet access
- Provide computers for training purposes
- Phase 4 - Training billing milestone complete

Phase 5: Go Live

Deliverable: Custom website launched to the public.

CivicPlus will:

- Address system issues identified
- Redirect the domain name to the newly developed website once you sign off on the completed project

What we will need from you:

- Test GCMS® functionality and update the final site as per approved timeline
- Report any system issues
- Sign off on finalized site before Go Live

CIVICPLUS FEATURES & FUNCTIONALITY

Developed for organizations that have a need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The system allows non-technical employees the ability to easily update any portion of your website instantaneously. The CivicPlus Government Content Management System (GCMS®) utilizes Microsoft SQL Server, ASP, JavaScript and HTML for web development.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Modules	Functionality
Agenda Center	Action Items Queue
Alerts Center & Emergency Alert Notification	Audit Trail / History Log
Archive Center	Automated PDF Converter
Bid Postings	Automatic Content Archiving
Blog	Dynamic Breadcrumbs
Business/Resource Directory	Dynamic Sitemap
Citizen Request Tracker™	Expiring Items Library
Community Connection	Graphic Link Administration

Community Voice™	Links Redirect
Document Center	Menu Management
ePayment Center or eCommerce Integration	Mouse-over Menu Structure
Facilities & Reservations	Live Editing and Page Creation
Frequently Asked Questions	Online Web Statistics
Forms Center	Printer Friendly/Email Page
Intranet	RSS
Job Postings	Site Layout Options
My Dashboard	Site Search & Entry Log
News Flash	Slideshow
Notify Me™ email	Social Media Integration
Photo Gallery	User & Group Administration Rights
Quick Links	Web Page Upload Utility
Spotlight	Website Administrative Log
Staff Directory	

CIVICPLUS PREMIUM MODULE DETAILS

- Agenda Center – Create and display agendas and minutes for various civic organizations
- Alert Center - Graphically show when there is an emergency or important notification
- Bid Postings - Simple and easy to use method of posting your bids
- Blog - Post opinions/information about various topics. Can also be set up to allow site visitors to comment and subscribe
- Business / Resource Directory – The *Yellow Pages* of your website
- Calendar – Create multiple calendars for various divisions and departments
- Citizen Request Tracker™ - Allow users to report a problem while providing follow-up communication with the point of contact
- Community Voice™ – Open forum in which citizens can interact while allowing you to showcase projects in your community
- Document Center – Organize and house documents in department or division folders and sub-folders
- Payment Center - Integrate eCommerce on your website with no third-party store to setup
- Facilities & Reservations - Facilities and meeting places in one convenient place allowing reservations online
- Form Center - Create custom online forms that can be completed and submitted online
- Frequently Asked Questions (FAQs) – Answer the most frequently asked questions from your visitors
- Job Postings - Post available jobs in an easy to access manner
- My Dashboard – Allow users to personalize their dashboard to stay updated on news, events, and information they care about
- NotifyMe™ - Send out mass emails to subscribers of specific lists and modules

- News Flash - Post organizational news items, right on your home page, that are important to your citizens
- Opinion Poll – Interact with your site visitors by posting various questions and polls
- Photo Gallery - Store and display photos
- Quick Links - Place links on any page
- Spotlight – Allows you to highlight important text or widgets in a compact, easy-to-update module
- Staff Directory - Detailed contact information for your staff and offices

Social Networking & Gov 2.0

CivicPlus understands the importance of Gov 2.0 and how social networking sites like Facebook and Twitter help governments connect with their residents in unique and innovative ways. From community-centric pages on Facebook to real-time Twitter feeds that can deliver emergency alerts, we are dedicated to helping our clients integrate their web content into the most dynamic social media sites and make their marks in the world of Gov 2.0.

CivicPlus can sync your website to your Facebook and Twitter profiles to automatically publish news, notices, and calendar events on Facebook with a link to your website for more information. Twitter's short, 140-character "tweets" offers a way to distribute information quickly and effectively. Other social networking sites (such as LinkedIn, YouTube, Pinterest, etc.) can be featured on your website as links to your profile on those websites.

Administrative Features

- Instantaneous Updates – Once published, updates are posted to the live site in real time
- Browser Based – No installation of programs or software needed! Your staff can update the site from an internet connection or platform (Mac or PC) at any time
- Mobile Updates – Immediately upgrade your site from any location using your tablet or phone
- Action Items – Direct access to a queue of pending items to be published or reviewed by the administrator upon login.
- Site Search and Search Log – Powerful site search automatically indexes all content making it easy for visitors to find information.
A log of all words that have been searched by visitors is kept, allowing you to update highly searched information and feature key items.
- Automatic Alt Tags – Built-in features ensure your site is Section 508 compliant without having to know the requirements.
- Bad Links Identifier - This module creates a list of the broken links on your site when they are accessed.
- Content Creation - The CivicPlus GCMS® makes it easy to add new content, edit old content, and keep page layout consistent through use of our *What You See Is What You Get* (WYSIWYG) editor. Content changes will not affect the design - site breadcrumbs, page structure and sitemaps will dynamically update upon publishing. With mega menus and drop-down, pop-out menu functionality, you can essentially get to any page on your website within a single click if desired!

- Content Scheduling - Material throughout the entire system can be set to auto-unpublish (expire) or it can be manually retired.
- Content Versioning - The GCMS includes version control, a history log for reviewing changes made within the system, file locking through our permission system and an archive of all published content.
- Dynamic Layout - The layout for your website will be determined by you and the designer. Placement of navigation and dynamic areas are important in guiding site visitors to key information quickly and easily.
- Dynamic Page Components - Events Calendar, FAQs, Opinion Poll, News Flash and other new features may be included as dynamic page components. Dynamic Page Components may be placed on any page and will help dedicated areas of the site appear as its own website. For example, the entry page for your Parks and Recreation Department can be customized with specific lists of events, FAQs and news announcements pertaining to that department.
- Dynamic Breadcrumbs and Site Map - Dynamic Breadcrumbs are used to show a visitor's location within the site. Breadcrumbs are automatically generated by our system. A dynamically generated site map automatically updates to reflect your new navigation if changes are made.
- eCommerce Integration - CivicPlus offers our ePayment Center in the GCMS, but we also work with numerous trusted third-party payment processors to handle payment and account information, allowing visitors to easily log on and pay bills ranging from property taxes to utilities.
- History Log - Easily tracks changes made to your website including items in your Page Menu, Archive Center, Document Center and more. History Log information is searchable, sortable and exportable.
- Integration/Interfacing - CivicPlus' integration services work cohesively with most third-party software applications. We have the capability to link with most software or databases currently utilized. Systems such as purchasing, taxes, assessment and utilities have been developed for many of our clients.
- Intranet - An intranet is a secure location on your website that allows employees and other groups to login and access non-public resources and information. You will have the ability to set up multiple intranet groups with varying view rights.
- Levels of Rights - Levels of Rights may be defined as publishers (create or publish) or authors (create but not publish), or as administrators of modules.
- Assigned groups may have the right to update their own content without affecting web pages, menu structure, top of page, banner or navigation.
- LDAP Authentication - LDAP authentication provides a powerful and simple way to manage users and permissions within our system by syncing your website with your existing active directory database - negating the need for multiple user upload and sign-on. Because LDAP authentication requires custom programming time, additional fees apply.
- Link Redirects - Instead of sending your users to <http://civicplus.com/248/Awards-and-Recognition>, you can send them to <http://civicplus.com/awards>. A more intuitive approach to help visitors find particular pages.
- Maps – Help website users find commonly requested information such as bus routes, highways, tourist attractions, education information, major employers, or demographics. Maps can be simple, clickable maps, using our Image Map Editor, or more sophisticated JavaScript or Flash (additional fees required for JavaScript or Flash development).
- Printer Friendly - Our printer friendly functionality does separates critical content from the site template to provide a clean print without menu structure and banner information included.
- RSS Feeds - RSS stands for Real Simple Syndication and in short, it brings your site to the people. After signing up, they receive email notifications of the latest news updates.
- Supported Browsers - CivicPlus websites are viewable in all common browsers. We optimize them for administrative use with Windows 2000+ and in the two most recent versions of major browsers including: Internet

Explorer, Firefox, Safari and Chrome.

- Website Statistics - Administrators will be trained on the use and analysis of web statistics, provided through Piwik Analytics.

Application Programming Interfaces

We have nearly a dozen application programming interfaces (APIs) throughout the system and continue to build more to make integrations with our GCMS[®] and disparate applications as straightforward as possible. It's this "open architecture" approach that allows your IT staff and programmers to spend time creating applications and systems that are specific to your community's needs and tie them into the site, using the site itself as a sturdy platform on which to build.

Media Center - Mobile Video

CivicPlus offers a robust mobile video experience as part of our Media Center solution. Consumption of mobile video is continuing to grow, and providing this option as part of your overall mobile experience is a must have to drive engagement. Media Center is available for an additional fee.

Mobile Video

- Just about any file format is supported and is easily searchable, shareable and accessible from all devices.

Live streaming is also available—use for anything from traffic cams to beach cams (additional charges may apply)

**EXHIBIT C
CMS REQUIREMENTS MATRIX**

EXHIBIT C - CMS REQUIREMENTS MATRIX					
<p>Instructions: Respondents are to indicate how their proposed solution meets each requirement. Responses must state if the proposed solution meets the requirement via standard, customized, or 3rd party software. Respondents are required to elaborate on areas where customized or 3rd party software is indicated. Definitions of Standard, Customized, and 3rd Party are below:</p> <p>Standard – An individual or bundled industry software COTS product that is currently available for purchase from a software vendor that is configured through the use of tools inherent in that software including all items, functionalities, or features that do not require any additional installation or customization;</p> <p>Customized – Specifically created changes to the Contractor-owned software product, COTS or third party software code for functionalities not existing in the purchased software or third party products and made without the use of configuration tools inherent in that software;</p> <p>Third Party – Software which is developed by third parties (including Subcontractors) and generally distributed for commercial use, and not specifically designed or developed for the County, including without limitation operating system software, tools, utilities, and commercial off the shelf software.</p>					
Requirement Category	Requirement Description	Mandatory, Preferred, Optional	Standard, Custom, 3rd Party	Vendor Comment(s)	County/Vendor Comments
Key Features					
Decentralized Content Publishing	The content management system must have the ability to enable Maricopa County Departments to maintain and update their respective web site content.	Mandatory	Standard		Individual Depts. To maintain Sites
Integration with Social Media	CMS must have the ability to integrate with social media.	Mandatory	Standard	Facebook, Twitter	Facebook and Twitter Consuming RSS Feeds
Not Dependent on a single (particular) vendor for hosting services.	CMS must be flexible and industry-standard platform that allows for future development that is not dependent upon a single vendor.	Mandatory	Standard		Requires Code Escrow

<p>Synergies with Enterprise Applications or Web Sites (Public Facing)</p>	<p>CMS is one component of a broader online ecosystem at Maricopa County so that Maricopa County can exploit potential synergies between public facing Maricopa County web site and other portals such as (but not limited to):</p> <ul style="list-style-type: none"> a. NeoGov (recruitment) b. Restaurant Ratings c. Geographic Information System d. Surveys e. OpenBooks f. Dynamic Search g. Forms h. Public Records Requests i. Procurement j. SIRE (used to archive past Board of Supervisor Meetings) k. Subscription Based Notifications 	<p>Mandatory</p>	<p>Standard</p>		<p>Be able to leverage what is in the CMS. Have the ability iFrame in other sites. Wrap code with Gov Delivery to show changes of pages.</p>
<p>Synergies with Enterprise Applications or Web Sites (Intranet)</p>	<p>CMS is one component of a broader online ecosystem at Maricopa County so that Maricopa County can exploit potential synergies between the internal Maricopa County web site and other portals such as (but not limited to):</p> <ul style="list-style-type: none"> a. ADP b. SharePoint c. Forms d. Pathlore (Training) e. Tuition Reimbursement f. Deferred Compensation 	<p>Mandatory</p>	<p>Standard</p>		<p>Be able to leverage what is in the CMS. Have the ability iFrame in other sites. Wrap code with Gov Delivery to show changes of pages.</p>

<p>Supports standard application/database builds.</p>	<p>Must be built upon proven and accepted web and application development standards while maintaining the flexibility to easily grow and add new functionality for target audiences and administrators over time and with minimal cost. a. Must support existing transactional applications built with standard coding languages (.net) and SQL Database back-end architecture. b. Must support integration with SharePoint 2007 and above</p>	<p>Mandatory</p>	<p>Standard</p>		<p>iFrame or integrating with a web service using JavaScript code in the HTML Widget</p>
<p>Portability</p>	<p>CMS must be built such that the solution is easily and cost-effectively upgradeable and easily migrated to a new hosting environment.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Responsive Design</p>	<p>Compatible with all standard device types: a. Responsive Design b. Desktop/Laptop/Tablet/Mobile Device</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Browser Compatibility</p>	<p>CMS must be compatible with legacy and modern browsers a. IE8+ b. Firefox 26+ c. Chrome 31+ d. Safari 5+ e. Android f. iPhone</p>	<p>Mandatory</p>	<p>Standard</p>		<p>IE9 Until July 2016 then IE10</p>
<p>Library Services</p>					

<p>Secure repository storage for files and content elements</p>	<p>An enterprise content management system must provide for secure storage and management of all content files. Nonadministrative direct access to these files should be prevented, except through the CMS itself and its APIs.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Vertically and horizontally scalable repositories</p>	<p>The repositories should be scalable, both in terms of number of objects stored and volume of storage available, with a path for adding file storage space as necessary. Although the number of objects managed within a given library or collection and the overall size of that library should support administrator-defined quotas, the system itself should not impose such limits or quotas.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Unique, global identification of all content elements and containers (the system must allow a document to be renamed without impacting its unique identifier in any way</p>	<p>A CMS must provide and automatically apply persistent identifiers for all documents and any individually managed elements contained within those documents. Identifiers must be guaranteed to be unique across the CMS environment. Both arbitrary, automatically generated identifiers and administrator-defined identifier schemes must be supported and automatically applied. The system must allow a document to be renamed without impacting its unique identifier in any way.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Support for a range of (Windows) native file formats</p>	<p>A CMS must support storage and management of a range of content in its native format. Common proprietary formats, such as files created in the Microsoft Office suite, must be supported in addition to more open formats such as PDF. At a minimum, the system must support .docx, .xlsx, .pptx, .pdf, .rtf, .txt and .htm.</p>	<p>Mandatory</p>	<p>Standard</p>		

<p>Support for rich media</p>	<p>A CMS must support images, audio and video as first-tier content types. Although the full capabilities of a Digital Asset Management system (DAM) are not required, rich media elements must be stored, managed and rendered without the necessity to launch or utilize an external application.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Support for customizable document types (categories)</p>	<p>A CMS must support the definition and management of an unrestricted number of document types (e.g., invoice, contract, correspondence, etc.). Document types provide a container for the content items under management and are independent of file types and formats. Document types must support administrator-defined policies governing the structure and behavior for a class of documents sharing a particular set of characteristics. Document types must be able to inherit and extend properties and behaviors from previously defined "parent" document types.</p>	<p>Mandatory</p>	<p>Standard</p>	<p>It should be noted that certain file types are excluded for security purposes.</p>	<p>Would like to use .zip for intranet, XML</p>
<p>Check In/Check out of content for editing</p>	<p>A user must be able to "check-out" a document for editing, automatically preventing other users from altering the document in any way until it is "checked-in" and released by the system. A checked-out document must remain accessible to other users in read-only form. The system must track and reconcile any edits made to individually or independently managed elements contained within the checked-out document (e.g., images, textual components, metadata).</p>	<p>Mandatory</p>	<p>Standard</p>		<p>Check out pages not documents</p>

<p>Multilevel versioning of content</p>	<p>Version control and tracking must be available for all content managed by the CMS. An administrator must be able to specify both what content is subject to version control and how many versions are to be retained. At least two levels of versioning, major and minor, must be supported. The criteria determining what constitutes a major, minor or custom version level must be configurable by an administrator. Rollback to previous versions of content must be available.</p>	<p>Mandatory</p>	<p>Standard</p>		<p>Okay with not having versions on Documents</p>
<p>Configurable content storage organizational scheme</p>	<p>The file organization scheme utilized by A CMS to store, organize, manage and display content must be configurable by an administrator. Any hierarchical, folder-based scheme must be customizable to suit the needs of the organization. Alternative organizational schemes must also be supported without requiring custom development beyond configuration.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Identification and management of sets of documents as a single unit</p>	<p>CMS must be able to manage multiple related documents as a single unit. A document set must be able to contain an arbitrary number of documents, and a single document must be able to belong to multiple document sets. A document set must have its own globally unique identifier, along with metadata and behaviors that act on all documents within the set.</p>	<p>Mandatory</p>	<p>Standard</p>		<p>Document Center with permissions on a folder to manage</p>

<p>Referential Integrity (hyperlinks to documents)</p>	<p>If a website contains documents, there needs to be a mechanism that will list the ones that don't have hyperlinks. In addition, there also needs to be a way to identify broken hyperlinks to documents.</p>	<p>Mandatory</p>	<p>Standard</p>		<p>If a website contains documents, there needs to be a mechanism that will list the ones that don't have hyperlinks. In addition, there also needs to be a way to identify broken hyperlinks to documents.</p>
<p>Automatic verifiable document disposal</p>	<p>When content no longer needs to be maintained in active storage, the CMS must be able to automatically move it to an archival location or delete the content altogether. The archive or deletion process must be triggered automatically based on administrator-defined criteria. This functionality must support both time-based (i.e., scheduled) action as well as triggering criteria (e.g., document state change). The system must be configurable to alert the administrator of pending deletions, remove content from visibility to end users prior to actual deletion, and allow the administrator to require confirmation prior to archiving or deletion.</p>	<p>Mandatory</p>	<p>Standard</p>		

<p>Guaranteed file eradication</p>	<p>When content is to be fully deleted, A CMS must be able to guarantee actual eradication of the content item at the file system level if a system administrator has enabled this feature. If a compound content item is deleted, all of its component content elements must be deleted unless doing so would break dependencies between those content elements and other documents.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Life cycle state definition and management</p>	<p>An administrator or other authorized user must be able to define discrete stages in the life cycle of any document or content element (e.g., creation, review, published, superseded and archived). Progress through these life cycle stages must be automatic as changes to the content occur that match administrator-configurable criteria. Manual life cycle state changes must also be supported.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Configurable logging of all activities</p>	<p>Any interactions or events involving the CMS and the content it supports must be captured and logged to a granularity specified by the administrator. These logs must be available for inspection, including export to a third-party analytical tool in a nonproprietary format such as .csv.</p>	<p>Mandatory</p>	<p>Standard</p>		<p>Would like to log the permissions changes and be able to view it in page would be best, but an exportable .CSV would work. In document center it will overwrite a document with same name. We will provide a link in the History Log to allow the</p>

					download of the Permission changes made for each module.
Native out of the box Unicode support	A CMS must provide comprehensive support for the Unicode character set without requiring customization or third-party add-ons. Unicode Transformation Format (UTF)-8 or UTF-16 are both acceptable encodings, but the defunct Universal Character Set (UCS)-2 is not. At a minimum, Unicode version 6.3 must be supported.	Mandatory	Standard		
Record Services (Not Applicable)					
Content Creation and Capture					

<p>Template definition and management</p>	<p>An administrator or other authorized user must be able to define templates prescribing the structure of a document, its presentation characteristics, metadata and any authoring guidelines or constraints desired. The option to include standard content or "boilerplate" must be supported. A CMS must provide a what you see is what you get (WYSIWYG) editor for template creation. It must be possible to derive a template from existing templates, inheriting characteristics and behavior in a hierarchical manner. Templates must be treated as content elements in and of themselves with the identification and versioning requirements described in the Library Services section of this document. Templates must be available to authorized users from within the content authoring application.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Create a new Page or Template document from an existing document</p>	<p>Existing documents must be able to serve as the basis of new documents. The formatting, structure and behavior of the existing document is to be applied to the derived document. The new document is to be managed as its own entity independent of the source document. It must be possible to create an association, either manually or automatically as configured, between the original and derived documents.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Capture of existing document images</p>	<p>Scanning from disk and capturing existing document and record images must be supported. Documents captured from disk must be processed and managed in the same manner as newly authored or scanned content.</p>	<p>Mandatory</p>	<p>Standard</p>		

<p>Automatic document registration</p>	<p>All required metadata must be added to the content as part of the capture process and before the content is committed to the CMS repository. Automatic registration must include naming files, applying a unique identifier as described in the Library Services section of this document, associating an appropriate content type, applying all mandatory metadata and routing the processed content to the appropriate destination within the CMS repository.</p>	<p>Mandatory</p>	<p>Standard</p>		<p>Uploaded Document being index by Search and made available. It will fully index Office and PDF documents the other types will be indexed by name.</p>
<p>Extend an existing document with additional captured pages</p>	<p>A document owner or other authorized user must be able to add additional content to an existing document or file by scanning or capture from disk.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Bulk import and export of content</p>	<p>A CMS must be able to import large amounts of external and existing legacy content with minimal intervention or oversight. During the import, the structural integrity of the content must be maintained along with any existing metadata, including security, permissions, relationships and dependencies. Similarly, the CMS must be able to export its own content in a similar manner.</p>	<p>Mandatory</p>	<p>Standard</p>		<ul style="list-style-type: none"> • Document center will have an export button • When the export button is clicked it will bring up an interface that will show folders and allow you to drill down in the folders. No files will be displayed only folders. • The end user will be able to select multiple folders. • After the selection

					has been made the user will click a download button. • All files will be zipped and one zip file will be downloaded with all selected folders. See Example of Layout
Scheduled and recurring import of external content	Automatic ingestion of content from a known set of sources, both internal and external to the enterprise, must be possible in a scheduled and automatic manner.	Mandatory	Standard		To do the XML job feed would write an HTML Widget with Javascript to pull from webservice at a specified interval. This is on intranet.
Notification of failed capture, import of creation	An administrator or designated user must be notified of any exception to the content capture or acquisition process. All exceptions must be logged and available for inspection and reporting.	Mandatory	Standard		Possible way is for Maricopa to write your JS code to notify a service when error occurs.

Global content update	If a content element is updated, all instances and manifestations of that content element should be automatically updated to reflect the change. A CMS should be able to produce an impact report cataloging all impacted content, both published and unpublished. An administrator should be able to configure thresholds that prevent global updates and requires manual intervention before proceeding if the impact of the change meets certain criteria or exceeds a set threshold.	Mandatory	Standard		
Content Based RSS Feed	The CMS must provided an RSS feed component on a global and per site basis.	Mandatory	Standard		
Content Based calendar event displays	The CMS must be able to provide a global and per site calendaring component that can be managed by an administrator with full transactional logging of administrator activities. This component must be able to filter events and schedule the addition\removal of events on a global or per site basis.	Mandatory	Standard		
Content Based notification and alert displays	The CMS must be able to provide a global and per site alert\notification component that can be managed by an administrator with full transactional logging of administrator activities. This component must be able to filter alerts and schedule the addition\removal of alerts on a global or per site basis.	Mandatory	Standard		
Metadata Management (Not Applicable)					
Workflow and Business Process Management					

<p>Workflow definition for content and task routing</p>	<p>An administrator or other authorized user must be able to define a set of tasks to guide a particular content item through any and all stages of the content life cycle. It must be possible to assign each task to a particular user or user role. A CMS must be able to route content through these tasks as an organized and managed workflow.</p>	<p>Mandatory</p>	<p>Standard</p>		<p>There needs to a workflow that requires items to be approved before viewed. Pages allow to require multiple groups to approve before publish.</p>
<p>System wide content access</p>	<p>Any workflow must be able to access any and all content managed by the CMS, subject to permission restrictions. Content available to a workflow cannot be restricted to a particular library or collection unless desired and specified by an administrator or other authorized user. Any restrictions must be based on access control considerations rather than repository limitations.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Business-rule driven routing</p>	<p>A CMS must support the definition and use of business rules to govern when a workflow moves between states and tasks. Business rules must be able to utilize multiple trigger types including time, event, volume and user-defined logic. Business logic must be defined and managed separately from workflows. This means that business rules must be encapsulated and managed in a manner that allows them to be reused independently in multiple workflows.</p>	<p>Mandatory</p>	<p>Standard</p>		<p>Our standard workflow will work</p>
<p>Template-based workflow definition</p>	<p>A CMS workflow system must provide templates for defining new workflows. An administrator or other authorized user must be able to define custom templates, modify existing templates and define derived templates that inherit the properties of an existing template.</p>	<p>Mandatory</p>	<p>Standard</p>		

<p>Recall a workflow</p>	<p>An administrator or other authorized user must be able to terminate any workflow during execution.</p>	<p>Mandatory</p>	<p>Standard</p>		<p>The end-user would modify or delete the record to stop the workflow.</p>
<p>Navigation and Search</p>					
<p>Browser-based user interface with visual navigation</p>	<p>An end user must be able to access the features and functionality without a thick client application installed on a desktop PC. The user interface must enable a user to browse and navigate all content collections they are entitled to access. The primary user interface must be available through a standard Web browser. At a minimum, the CMS must support Microsoft Internet Explorer, Google Chrome, Apple Safari and Mozilla Firefox. Plug-ins and browser extensions are allowable if they can be downloaded and installed directly by the end user.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Default hierarchical folder structure and navigation</p>	<p>The traditional folder-oriented, tree-structured hierarchy is most familiar to users and must be available as a default organizing scheme. Although presentation of an organizational structure for content managed in A CMS should be separate from its physical organization for storage, it must be possible to expose the storage structure for navigation and to present alternative hierarchies representing other organizational schemes.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Full text search</p>	<p>The CMS must be able to natively index all textual content without requiring an external tool, mechanism or third-party add on. Authorized users must be able to search across all indexed content and retrieve any content they are entitled to access.</p>	<p>Mandatory</p>	<p>Standard</p>		

<p>Incremental and full crawling</p>	<p>When creating a search index, A CMS must support two forms of crawl: full and incremental. With a full crawl, all content is processed and the search index is built or rebuilt in its entirety. With an incremental crawl, only content that has changed since the last update of the index is processed, and the search index is modified to reflect those changes.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Boolean search operators</p>	<p>The search capabilities of A CMS must support the full range of Boolean operators and syntax within the search interface. These include AND, OR, NOT and grouping by parenthesis.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Restricted scope queries</p>	<p>It is often desirable or necessary to restrict the scope of a search with criteria other than facets derived from the content itself. It must be possible to limit the scope of a query by administrative factors such as storage location, user group, date range and content type. In addition to these basic options, an administrator or other authorized user must be able to define and expose custom query scope options.</p>	<p>Mandatory</p>	<p>Standard</p>		<p>We will provide the ability to set a search to limit by departments. This project will be scoped at providing a way to search by department and giving this option on the department site. This will also limit the search of common modules by department. This will be handled at the category level in the module.</p>

<p>Security-trimmed search results</p>	<p>Although all content should be indexed, users should not see content to which they are not entitled. Search results should be filtered according to the user's privileges and permissions. Any content matching search criteria but to which the user issuing the query is not entitled must not be displayed in the search engine result page (SERP) list.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Result set match counts and query refinement</p>	<p>As part of the search engine result page, a simple count of the number of content items matching the current query must be displayed. The user must be able to explore the content represented in the result set or continue to refine the query.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Save searches for later use</p>	<p>A CMS must enable the user to save the content retrieved by a query session to a personal or public folder or library.</p>	<p>Optional</p>	<p>Standard</p>		
<p>Save search result sets</p>	<p>If a classification scheme is in use and managed by the CMS, it must be possible to determine where in that scheme a given content item exists without leaving the current display context of that item. For example, if a content item is retrieved by a search, it must be possible to see where in a classification hierarchy that document resides without leaving the search engine result page. The parent and child classifications of the current content item must be available to the user.</p>	<p>Optional</p>	<p>Standard</p>		

<p>Display retrieved content within the context of a classification scheme</p>	<p>If a classification scheme is in use and managed by the CMS, it must be possible to determine where in that scheme a given content item exists without leaving the current display context of that item. For example, if a content item is retrieved by a search, it must be possible to see where in a classification hierarchy that document resides without leaving the search engine result page. The parent and child classifications of the current content item must be available to the user.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>User-configurable SERP</p>	<p>The user must be able to customize his or her search interface according to personal preferences. This includes how results are presented, limited and organized. In addition to setting customized default preferences, a user must be able to sort, order and otherwise manipulate the results of any query session.</p>	<p>Optional</p>	<p>Standard</p>		
<p>Security and Access Control</p>					
<p>User authentication against existing Active Directory Systems</p>	<p>A CMS must verify that any given user is a valid, authorized user of a content repository and associated functionality. It must be possible to integrate the CMS with existing or external authentication schemes that may exist in the enterprise. At a minimum, support must be provided for Microsoft Active Directory, the Lightweight Directory Access Protocol (LDAP) or the Java Authentication and Authorization Service.</p>	<p>Mandatory</p>	<p>Standard</p>		

<p>User group and role-based permission assignment</p>	<p>In addition to assigning permissions and privileges directly to individual users, the CMS must be able to assign the same rights to groups or lists of users. Similarly, rights and permissions must be assignable to user roles independent of a particular user or user ID. It must be possible for any given user to be assigned to any number of roles and security groups.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Security classification hierarchy with inheritance</p>	<p>A CMS must be capable of defining a classification hierarchy for applying security and permissions to content. Rights, restrictions and behaviors must be inheritable from parent to child classifications in the hierarchy. The security classification scheme must be able to map to or be derived from a taxonomy managed by the CMS.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Object-level access control lists (ACLs)</p>	<p>An access control list is a permission set listing the privileges accorded to a particular user, group of users or user role. The CMS must be capable of associating an ACL with an individual content item or object. For example, two documents that share the same content type and reside in the same folder must be able to have different security classifications and associated ACLs.</p>	<p>Mandatory</p>	<p>Standard</p>		<p>This is controlled at the folder level.</p>
<p>Content-type and class-level access control</p>	<p>Security and permission settings must be assignable to content types and classifications. A given class of content item (e.g., a contract, sales report or invoice) must be able to have security and permission restrictions associated with the content type independent of users or a specific instance of that content type. For example, all invoices must be able to have common baseline security properties while a specific invoice may have additional restrictions or privileges.</p>	<p>Mandatory</p>	<p>Standard</p>		

File-system-location-based access control	Security and permission settings must be assignable to content by virtue of where that content is stored. A given folder, library or volume must be able to have security and permission restrictions that govern any content stored within them as long as the content remains in that location. For example, one folder may be designated as private while another is public. The same document would be restricted while stored in the private folder but accessible to other users if moved to the public folder.	Mandatory	Standard		
Feature and function permissions	A CMS must be able to associate user privileges and restrictions to specific functions. These permissions must be managed in a matrix-like manner that allows combinations of users, content and features to be managed by ACL.	Mandatory	Standard		
Alter security of an individual content item	The security and permissions assigned to a content item are not permanent or immutable. Administrators or other authorized users must be able to alter the security settings of any individual content item, such as a particular record, to which they have sufficient administrative rights.	Mandatory	Standard		Permissions available at Category and Folder level
Alter the security of a content group or aggregation as a unit	The security and permissions assigned to a content group are not permanent or immutable. Administrators or other authorized users must be able to alter the security settings of any content group, such as a particular set of records, to which they have sufficient administrative rights.	Mandatory	Standard		
Logging and auditing of permission changes	The full details of any change to the security or permissions associated with a content item must be captured and retained as metadata or in a system log.	Mandatory	Standard		Need Export of CSV or add to History Log

<p>Native repository encryption</p>	<p>To enhance the security of content managed by A CMS independent of ACLs and the operating system, all repositories should have the option to be encrypted. An administrator should be able to configure whether or not the repository is encrypted. In a multirepository deployment, the administrator should be able to configure which repositories are encrypted and which are not. Encryption should be provided natively without the need for custom development or third-party products. A CMS should also be capable of encrypting content that is to be stored outside of its repositories, for example in removable media.</p>	<p>Mandatory</p>	<p>Standard</p>		<p>Satisfied with SSL.</p>
<p>Transmission encryption with SSL</p>	<p>Any and all content transmissions, including between CMS components leveraging a service-oriented architecture, should be encrypted with Secure Sockets Layer (SSL).</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Capture of unauthorized access attempts</p>	<p>Any attempts by a user to access content to which he or she is not entitled should be captured and retained by the CMS either as metadata or in a system log. It should be possible to automatically alert an administrator or other designated user of any attempted unauthorized access. Notification should be an option for both content groups and individual content items.</p>	<p>Mandatory</p>	<p>Standard</p>		<p>Unauthorized login attempts. The other data is permission based and user would not have access to view them.</p>
<p>Compliance with Personal Information Protection Policies</p>	<p>The CMS must comply with all Maricopa County policies concerning Personal Information Protection.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Hosted services that are secured per industry standard (patching, anti-virus)</p>	<p>The CMS, if hosted by a service provider, must provide evidence of proper security and maintenance of operating systems, applications and services following standard industry practices.</p>	<p>Mandatory</p>	<p>Standard</p>		

Architecture and Integration					
Integration with on-premises and cloud-based storage	A CMS must be capable of moving to secondary storage content that is infrequently accessed or is no longer in the active phase of its life cycle but which must be retained. The system must be able to execute this content migration in a seamless matter, regardless of whether the secondary storage medium resides on-premises or in the cloud.	Mandatory	Standard		
Multiple data repository support	It is often necessary to segregate content into multiple physical or logical repositories. This can be for a multitude of reasons ranging from security to performance concerns. To accommodate these scenarios, A CMS must be able to support multiple repositories, providing full functional access to all content, regardless of the repository within the system, in which it resides.	Mandatory	Standard		Highly Available Setup
Full support for the CMIS standard	Content Management Interoperability Services (CMIS) is an Organization for the Advancement of Structured Information Standards (OASIS) standard that provides standard vendor-independent support of basic content management operations across CMSs and platforms. This dramatically simplifies and fortifies the integration of CMSs and content repositories. At a minimum, A CMS must support CMIS v1.0.	Mandatory	Standard		

<p>A Web services-based SOA (web services may be consumed by Maricopa County or other 3rd party systems)</p>	<p>CMSs must be able to strongly integrate with a wide variety of enterprise information systems and applications. It is rare that all of these applications will be provided by the same vendor or even use the same platforms and technology. To facilitate broad integration, A CMS must leverage a SOA and provide Web service gateways to its repositories and primary services. As part of this, RESTful (i.e., support for representational state transfer) or SOAP-based APIs must be provided.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Content caching for frequently accessed content</p>	<p>A CMS must be capable of caching frequently accessed content for rapid retrieval.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Native BLOB storage and management</p>	<p>Individual documents and content components can be very large in size and must be stored and managed as binary large objects (BLOBs). A CMS must be able to store and manage a file of any size or type as a blob without requiring custom development or third-party add-on products.</p>	<p>Optional</p>	<p>Standard</p>		
<p>Support for NAS</p>	<p>A CMS must be able to utilize network-attached storage (NAS) for storing content.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Support for SANs</p>	<p>A CMS must be able to utilize an existing storage area network (SAN) for storing content.</p>	<p>Mandatory</p>	<p>Standard</p>		

<p>Section 508 compliance</p>	<p>Section 508 is an amendment to the Rehabilitation act enacted by the United States congress "to eliminate barriers in information technology, to make available new opportunities for people with disabilities, and to encourage development of technologies that will help achieve these goals." Although the law itself applies to all Federal agencies, A CMS must be able to meet this requirement as an accessibility best practice.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Tiered storage management</p>	<p>Access and usage patterns for any given content item will change over time. A CMS should leverage multiple types of storage concurrently. For example, recent, high-value or high-demand content could be stored on high-performance infrastructure, while more historical or infrequently accessed content could be relegated to lower-cost, lower-performing storage.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Codeless content surfacing in external applications</p>	<p>It should be possible for an administrator to expose content managed by a CMS within the user interface of an external enterprise application without custom development or code. For example, it should be possible to make a document in the CMS available through the interface of a customer record in a CRM system interface. Via iFrame.</p>	<p>Mandatory</p>	<p>Standard</p>		<p>Via iFrame</p>
<p>ADA Best Practices for Website Accessibility</p>	<p>Deploy a solution that complies with all applicable accessibility guidelines including ADA Best Practices for Website Accessibility for state and local governments, standards laid out in Section 508 of the Rehabilitation Act of 1973, and the Web Content Accessibility Guidelines developed by the Web Accessibility Initiative, a subgroup of the</p>	<p>Mandatory</p>	<p>Standard</p>		

	World Wide Web Consortium (W3C).				
Fully redundant hosting solution	The CMS hosted environment must be fully redundant providing 100% uptime of all Maricopa County websites	Mandatory	Standard		99.99% not 100%
Backups	The CMS must include incremental and daily backups of all content, data, configuration settings and parameters so that no information is lost or changes can be reverted to any point in time desired by Maricopa County.	Mandatory	Standard		Requires back-up of transaction log
Performance					
Bandwidth	Deploy a solution that is capable of meeting or exceeding current and projected County internet bandwidth capacity and that is scalable at a rate aligned with industry standards for bandwidth growth.	Mandatory	Standard		
Flexibility to accommodate County Strategic Plan for Data Centers	Solution must also be flexible enough to accommodate County strategic plans for data centers, including one that is located out of the region.	Mandatory	Standard		
Uptime	The solution must ensure the Maricopa County public facing and internal web site has 100% uptime.	Mandatory	Standard		99.99% not 100%
Reporting					Using Google Analytics
Failed Loads (pages not found)	Number of times a user was unsuccessful in accessing the website.	Mandatory	Standard		

<p>Hits</p>	<p>A request for a file from the web server. Available only in log analysis. The number of hits received by a website is frequently cited to assert its popularity, but this number is extremely misleading and dramatically overestimates popularity. A single web-page typically consists of multiple (often dozens) of discrete files, each of which is counted as a hit as the page is downloaded, so the number of hits is really an arbitrary number more reflective of the complexity of individual pages on the website than the website's actual popularity. The total number of visits or page views provides a more realistic and accurate assessment of popularity.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Page Views</p>	<p>A request for a file, or sometimes an event such as a mouse click, that is defined as a page in the setup of the web analytics tool. An occurrence of the script being run in page tagging. In log analysis, a single page view may generate multiple hits as all the resources required to view the page (images, .js and .css files) are also requested from the web server.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Event</p>	<p>A discrete action or class of actions that occurs on a website. A page view is a type of event. Events also encapsulate clicks, form submissions, keypress events, and other client-side user actions.</p>	<p>Mandatory</p>	<p>Standard</p>		

<p>Visit/Session</p>	<p>A visit or session is defined as a series of page requests or, in the case of tags, image requests from the same uniquely identified client. A visit is considered ended when no requests have been recorded in some number of elapsed minutes. A 30 minute limit ("time out") is used by many analytics tools but can, in some tools, be changed to another number of minutes. Analytics data collectors and analysis tools have no reliable way of knowing if a visitor has looked at other sites between page views; a visit is considered one visit as long as the events (page views, clicks, whatever is being recorded) are 30 minutes or less closer together. Note that a visit can consist of one page view, or thousands</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>First Visit/First Session</p>	<p>(also called 'Absolute Unique Visitor' in some tools) A visit from a uniquely identified client that has theoretically not made any previous visits. Since the only way of knowing whether the uniquely identified client has been to the site before is the presence of a persistent cookie that had been received on a previous visit, the First Visit label is not reliable if the site's cookies have been deleted since their previous visit.</p>	<p>Mandatory</p>	<p>Standard</p>		

<p>Unique Visitor</p>	<p>The uniquely identified client that is generating page views or hits within a defined time period (e.g. day, week or month). A uniquely identified client is usually a combination of a machine (one's desktop computer at work for example) and a browser (Firefox on that machine). The identification is usually via a persistent cookie that has been placed on the computer by the site page code. An older method, used in log file analysis, is the unique combination of the computer's IP address and the User Agent (browser) information provided to the web server by the browser. It is important to understand that the "Visitor" is not the same as the human being sitting at the computer at the time of the visit, since an individual human can use different computers or, on the same computer, can use different browsers, and will be seen as a different visitor in each circumstance. Increasingly, but still somewhat rarely, visitors are uniquely identified by Flash LSO's (Local Shared Object), which are less susceptible to privacy enforcement.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Repeat Visitor</p>	<p>A visitor that has made at least one previous visit. The period between the last and current visit is called visitor regency and is measured in days.</p>	<p>Mandatory</p>	<p>Standard</p>		
<p>Impression</p>	<p>The most common definition of "Impression" is an instance of an advertisement appearing on a viewed page. Note that an advertisement can be displayed on a viewed page below the area actually displayed on the screen, so most measures of impressions do not necessarily mean an advertisement has been viewable.</p>	<p>Preferred</p>	<p>Standard</p>		

Single Page Visit	A visit in which only a single page is viewed (a 'bounce').	Mandatory	Standard		
Bounce Rate	The percentage of visits that are single page visits	Mandatory	Standard		
Exit Rate	A statistic applied to an individual page, not a web site. The percentage of visits seeing a page where that page is the final page viewed in the visit.	Mandatory	Standard		
Page View Duration	The time a single page (or a blog, Ad Banner...) is on the screen, measured as the calculated difference between the time of the request for that page and the time of the next recorded request. If there is no next recorded request, then the viewing time of that instance of that page is not included in reports.	Mandatory	Standard		
Average Page View Duration	Average amount of time that visitors spend on an average page of the site.	Mandatory	Standard		
Active Time	Average amount of time that visitors spend actually interacting with content on a web page, based on mouse moves, clicks, hovers and scrolls. Unlike Session Duration and Page View Duration / Time on Page, this metric can accurately measure the length of engagement in the final page view, but it is not available in many analytics tools or data collection methods.	Mandatory	Standard		
Click Path	the chronological sequence of page views within a visit or session.	Mandatory	Standard		
Unauthorized attempts	Number of time an unauthorized user attempted to access the website.	Mandatory	Standard		
Browser Type	Type of browser type used when visiting the	Mandatory	Standard		

	website.				
Operating System (OS) Type	Type of operating system used when visiting the website.	Mandatory	Standard		
Transition					
Maintenance and Operations - Content Publishing	Maricopa County OET Staff must have the ability to update the production website throughout the transition until such time a code freeze is in place during the time of the cutover to the new hosted content management system.	Mandatory	Standard		
Downtime	There shall be zero "downtime" during the transition	Mandatory	Standard		Will be done during in a maintenance window to avoid downtime during business hours.
Performance	There shall be zero degradation in the performance of Maricopa County Web Site during this transition Maricopa County OET Staff must have the ability to reproduce existing web sites using newly established taxonomy, look and feel on the new content management system.	Mandatory	Standard		

EXHIBIT D
SERVICE LEVEL AGREEMENT

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.99%, based on a 24/7 calendar, in each case during any monthly billing cycle (the “Service Commitment”). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the CGMS, was “Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- “Unavailable” and “Unavailability” mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99%	10% of one month's fee
Less Than 99%	30% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Contract, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

1. CivicPlus will compile uptime reports on a monthly basis for review. If 99.99% uptime percentage is not achieved (subject to limitations & exceptions as provided below), CivicPlus will proactively provide the service credit to appear on the following year’s invoice.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you; (iv) that result from your

equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment, software or other technology within our direct control); (v) that result from any maintenance as provided for pursuant to the Contract; (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Contract; or (vii) any intermittent slowness, lasting longer than that defined as “Unavailability” in the SLA between 2:00AM to 3:00AM Mountain Standard Time every morning while the application pulls restart (collectively, the “SLA Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that makes the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the “Service Commitment”). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- “Datacenter availability” is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective	Service Credit Percentage
4 Hours	10% of one month’s fee
Recovery Point Objective	Service Credit Percentage
1 Hour	10% of one month’s fee

Emergency Threat Response

In the event that Client receives or detects any threats that target Client’s internet assets, Client must immediately contact CivicPlus Support to share details of the threat so that CivicPlus may assess the threat. In the event that CivicPlus receives or detects any threats that target Client’s internet assets, CivicPlus must immediately contact Client’s Emergency Contacts to notify Client of the threat.

Once an attack is identified, CivicPlus Network Engineers will follow internal process to fight off attack(s).

1. In the event that Client receives or detects any threats that target Client’s internet assets, Client must immediately contact CivicPlus Support to share details of the threat so that CivicPlus may assess the threat. In the event that CivicPlus receives or detects any threats that target Client’s internet assets, CivicPlus must immediately contact Client’s Emergency Contacts to notify Client of the threat.
2. CivicPlus will work with carriers to mitigate attack.
 - a. Possible BGP Re-routing
 - b. Block IP’s at the carrier’s edge, rather than Client or CivicPlus edge.
3. Using DDoS mitigation techniques such as blocking questionable traffic, blocking zones, and

implementing captcha if necessary. Of course this will only be in place during the attack. Once the attack has ended, normal configuration will be restored.

4. Data Soaking - CivicPlus will be able to soak most attacks without implementing Verisign Data Soaking protection. Once attacks reach 25 Gbps, CivicPlus may implement Verisign at its sole discretion. CivicPlus will configure and implement detection protocols to address layer 7 attacks which include but are not limited to; TCP misuse, DNS misuse, etc.
5. Forensics
 1. Sflows from any attacks will be shared with Client
 2. All Sflow data is put into Elasticsearch for analysis

EXHIBIT E
ADDITIONAL HOSTING REQUIREMENTS

1.0 AVAILABILITY:

- 1.1 Contractor will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was “Unavailable.”) Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined as any downtime (i) that results from a suspension of services for nonpayment; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Contractor; (iii) that result from any actions or inactions of you or any third party; (iv) that result from County equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Agreement; or (vi) arising from our suspension and termination of County right to use the GCMS® in accordance with the Agreement) of at least 99.99%, in each case during any monthly billing cycle (the “Service Commitment”).
- 1.2 An industry-recognized backup methodology must be employed, including the use of off-site storage. The vendor must make backup procedures and logs available at any time upon request from the County.
- 1.3 A website on the internet has a lot of variables that will affect performance. A lot of these variables are out of the control of Contractor. Some of the variables out of Contractor’s control include but are not limited to:
- Bandwidth of the end user
 - Computer hardware and software of the end user
 - End-user’s network congestion
 - Client created content on pages
 - 3rd party use of Widgets and 3rd party code added to County site
 - Web Browser choice
 - Hacktivism

The variables that Contractor can control and will control are:

- Hosting Hardware and utilization of the hardware
- Hosting Network Congestion
- Available upload and download bandwidth
- Partnerships with the common data carriers
- CivicEngage code issues

Contractor strives to make its proprietary software systems some of the fastest and most responsive CMS option on the market. Contractor has set the below performance benchmarks. Should these performance benchmarks not be achieved at any time, Contractor shall use commercial best efforts to determine the cause of the failure and either rectify the issue, if possible, or collaborate with County to resolve the issue.

Contractor’s Performance Benchmarks are:

Page Type	Time to First Byte	Load	Total Size
Home Page	600 ms	3.1 seconds	1.5 MB
Interior Pages	600 ms	3.1 seconds	1.5 MB
Module Pages	600 ms	3.1 seconds	1 MB
Live Edit Pages	1000 ms	6 seconds	2 MB
Admin Pages	1000 ms	6 seconds	1 MB

2.0 CONNECTIVITY:

- 2.1 Contractor shall provide redundant connectivity for the Data Center.

- 2.2 County will be able to securely manage site via SSL in any of the Contractor supported browsers (at the time of Contract execution, these are current version of Internet Explorer, Firefox, Chrome and Safari and current versions of native iOS and Android mobile browsers).

3.0 DATA SECURITY:

- 3.1 The vendor will use disk-to-disk backup methodology to securely backup Site content. Backups are synced to our Disaster Recovery Data Center.
- 3.2 The Hosting data center will provide attestation by a 3rd party (e.g. SSAE-16) via CivicPlus on an annual basis upon County's request.
- 3.3 All applications hosting Maricopa County data must undergo a risk assessment at least once per year. The risk assessment must include system and application testing. The results must be made available to the County upon request.
- 3.4 The vendor must maintain a non-disclosure agreement (NDA) with the County. All employees of the vendor must maintain an NDA with the vendor.
- 3.5 All employees of the vendor must pass a federal, state, and local criminal background check. Any employee who fails the background check shall not have any access to County data unless specifically authorized by Maricopa County in writing. The vendor shall make personnel and background check procedures available for inspection at any time upon request from the County.
- 3.6 No County backups shall be transferred or made available to a 3rd party in unencrypted form without the express, written consent of the County. See the "Backups" section for what shall be considered "encrypted."
- 3.7 No County backups shall be transferred or transmitted outside the United States for any reason without the express, written consent of the County.
- 3.8 The system must support password policy enforcement, such as mixed case, numerals, and non-alphanumeric characters.
- 3.9 The system must support the ability to disable or lock out user accounts after a given number of login failures.

4.0 INFORMATION SYSTEMS AUDITING:

- 4.1 The system must log all material user actions, including but not limited to, logon and log off.
- 4.2 The system must log all material administrator actions, including but not limited to, user creation, user deleting, password resets, and privilege level changes.
- 4.3 The system must log failed login attempts.
- 4.4 Logs must be made available to the County at any time.

5 BREACH NOTIFICATION:

- 5.1 Contractor disclaims any and all liability related to storing of sensitive health or financial information, including but not limited to HIPAA and PCI standards. County understands and affirms that Contractor's system is not rated for the storage of sensitive information covered by sensitive information regulations including but not limited to HIPAA and PCI.
- 5.2 Notwithstanding the above, Contractor shall utilize best efforts to safeguard the security and integrity of County data.
- 5.3 In the event of a Data Breach (defined as the unauthorized access by a non-authorized person(s) that

results in the wrongful use, disclosure, or theft of a County's unencrypted data), Contractor shall use best efforts to notify County of the breach as soon as practicable but in case more than 3 hours after the earliest discovery of the Data Breach. Such notification efforts shall include but are limited to notifying County's Emergency Contact by the provided telephone and email contact information. Contractor shall maintain a policy prohibiting employees from speaking to the media or other entities or individuals in regards to a data breach of cyber-attack on the web presence of County or other clients.

6 DATA RETENTION:

- 6.1 The vendor shall destroy all offline copies of County data at the time ceases to be useful. Destruction procedures must be made available to the County upon request.
- 6.2 At the conclusion of the contract, all Maricopa County data and working papers must be returned to the County and all vendor copies destroyed. The vendor must confirm in writing to the County that all data was destroyed in accordance with this agreement and state the methodology used.
- 6.3 Upon the termination of the Contract by either party for any reason, including expiration of any initial or renewal term or termination with or without cause, the County 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") for no additional fee. Additionally, Contractor shall consent to entering into a Software Escrow Agreement with a third-party Escrow Service Provider to deliver the relevant software, source code and data used in the creation of the website as more fully described in Section 6.34 of the Master Contract.

EXHIBIT F
PLATINUM HOSTING SERVICE FEATURES

Data Center	<ul style="list-style-type: none"> • Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	<ul style="list-style-type: none"> • Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	<ul style="list-style-type: none"> • Multiple network carriers in place • Burstable bandwidth up to 45 Gb/Sec • Burstable billing model that does not penalize for transfer
DDoS	<ul style="list-style-type: none"> • Data Soaking up to 1Tb/Sec • Defined DDoS Attack Process <ul style="list-style-type: none"> • Identify attack source • Identify type of attack • Monitor attack for threshold engagement • DDOS Advanced Security Coverage <ul style="list-style-type: none"> • Continuous DDoS mitigation coverage • Content Distribution Network support • Proxy server support • Live User Detection service
Disaster Recovery	<ul style="list-style-type: none"> • Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 4 hours • Guaranteed recovery POINT objective (RPO) of 1 hour • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers

Support and Maintenance

Support Services

CivicPlus’ on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus’ GCMS® and associated applications. The support team is available during these hours via CivicPlus’ toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client’s customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus’ project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non- emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus’ support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus’ Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus’ technical team through CivicPlus’ issue tracking and management system to be addressed in a priority order to be determined by CivicPlus’ technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus’ organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install Service
24/7 Emergency Support	Patches for OS
Dedicated Support Personnel	Fixes
Usability Improvements	Improvements
Integration of System Enhancements	Integration
Proactive Support for Updates & Fixes	Testing
Online Training Manuals	Development
Monthly Newsletters	Usage License
Routine Follow-up Check-ins	
CivicPlus Connection	

EXHIBIT G
SERVICE & LICENSE ADDITIONAL TERMS AND CONDITIONS

1. Maricopa County ("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 permission throughout the duration of the term of the Contract to which this addendum is attached.
2. After 36 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CivicPlus Basic Redesign at no additional cost.
3. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
4. 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.
5. Intellectual Property of the CivicPlus Government Content Management System (GCMS®) shall remain the property of CivicPlus.
6. 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. 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.
7. CivicPlus shall 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.
8. 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 employed/contracted on the Client's behalf.
9. Client acknowledges that CivicPlus security services only protect against unauthorized intrusion attempts and agrees that Client is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website as made by any user accessing the data pursuant to a valid authorization as provided by Client. Notwithstanding protection services against unauthorized intrusion attempts, Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

**EXHIBIT H
PROPOSED PROJECT TIMELINE**

Timeline Color Key			
On-Site Meeting	Webinar Conference	Action Item/Due Date	Website Launch
Participants Required: Key Stakeholders Decision Makers Project Team Members Departments	Participants Required: Project Team Members Decision Makers	Participants Required: Varies per due date Project Team Members Department Leads	Participants Required:
PHASE 1	PHASE 1	PHASE 1	
Thursday, April 7th 10:00am MST	April 27th – April 28th 8:00am-5:00pm MST	Friday, April 29th End of Day	
MEETING	MEETING	ACTION ITEM	
Pre- Kick Off Meeting Meet with Project Managers to discuss the upcoming Kick Off Consulting and next steps.	2 Days On-Site Kickoff Consulting **Design Consulting is spread throughout project** 2 Days of on-site consulting. Meetings with the departments, look at current site and discuss overall direction/expectations of new website.	Deliverables Due: Web Op and Content Form Submit photos for design and other deliverables outlined on Page 3 of the Startup Kit FORMS: http://cp-projectteam3.civicplus.com/FormCenter/CivicPlus-Project-Forms-6 Department Header Photos	
PHASE 1	PHASE 1		
Tuesday, May 10th 1:00pm-2:00pm MST	Friday, May 27th End of Day		
MEETING	ACTION ITEM		
Website Layout Proposal Finalize layout, information architecture, and moodboard for new site.	Layout Approval Due Please provide your approval and / or requested changes to the Layout Proposal via the online form: http://civicplusdemo.com/FormCenter/CivicPlus-Project-Forms-15/Layout-Proposal-Feedback-Form-92		
PHASE 1			
Mon, May 16th – Fri, May 27th 8:00am-5:00pm MST			
MEETING			
10 Days On-Site Content Consulting Your Consultant and VP of Operations will be on-site to dive into the content on your current site. Focus on organization, navigation structure for new site and clean up current site.			
PHASE 1	PHASE 1		
Tuesday, June 14th 1:00pm-2:00pm MST	Friday, July 8th End of Day		
MEETING	ACTION ITEM		
COMP Reveal We will reveal a JPG version of your website.	COMP Approval Due Please provide approval of JPG comp via email		

PHASE 2

Mon, July 11th – Fri, July 22nd
8:00am-5:00pm MST

MEETING

10 Days On-Site Content Consulting

Your Consultant and Lead Content Developer will be on-site to help finalize all content details. Consultant will help finalize Department Header worksheets and meet with individual departments.

Reminder: DUE Friday, July 29th

All Department Header Worksheets

PHASE 2	PHASE 3	PHASE 3
Friday, July 29th End of Day	Friday, August 26th End of Day	Tuesday, October 11th 10:00am-11:00am MST
ACTION ITEM	ACTION ITEM	MEETING
<p>ALL Department Header Worksheets Due DPH Worksheets will be sent by Wednesday, April 6th. Please submit completed DPH worksheets via email</p>	<p>Content Up To Date/ DNS Worksheet Due Critical to guarantee the information available is relevant and fresh. Also please complete the DNS worksheet.</p>	<p>Website Reveal Meeting Presentation of your functional website based on your goals, recommendations, and our combined vision.</p>

PHASE 4

Mon, October 17th – Fri, October 28th
8:00am-5:00pm MST

TRAINING (ON-SITE)

10 Days On-Site Training

Customized to give your staff the skills they need to maintain your website. Learn the content management system on your new website and make real-time changes as you learn.

PHASE 4	PHASE 4
Friday, November 4th End of Day	Mon, October 31st - Fri, November 4th 8:00am-5:00pm MST
ACTION ITEM	WORKSHOP WEEK (ON-SITE)
<p>Final Design Approval Due (All Sites) Any design changes that you would like made by the CivicPlus team need to be made and submitted by this date.</p>	<p>5 Days On-Site Workshop Week Your Trainer and Lead Content Developer will be on site to conduct workshop time with the various departments. They will assist with any items that still need to be addressed as well as help departments customize their pages for go live.</p>

PHASE 5

Mon, November 7th – Fri, November 11th
8:00am-5:00pm MST

GO LIVE PREP (ON-SITE)

5 Days On-Site Go Live Prep

Your Trainer and Project Manager will be on-site to assist departments as your new website prepares to launch. This can include workshop time, department meetings, Q&A sessions, etc.

GO LIVE

Website Launch

NOTE: It can take up to 48 hours for DNS to propagate throughout web.

EXHIBIT I
CHANGE CONTROL PROCESS

Project Change Authorization Form

[Select Date]

Customer Name	<Client’s Company>	Project Sponsor	
Project Name	<Project Name>	Project Manager	
Project Change Authorization (PCA)		Responsible Individuals	
Requested By		Contract Number	
Estimated Start Date		Project Number	
Estimated End Date		PCA Number	

This Project Change Authorization (PCA) adds <PCA Title> to the Statement of Work for <project name>. The scope of work is to <add a brief project description>.

<PCA Activity 1> Description

i [Briefly describe the purpose of this activity.]

Note: To delete any tip (such as this) just click it and start typing. If you’re not yet ready to add your own text, just click a tip and press spacebar to remove it.

This activity has the following subtasks:



- <Task #1: Brief description of task><Task #2: Brief description of task>
- <Task #3: Brief description of task>

Completion Criteria

i [Briefly describe the required criteria that determines if this activity is complete. Note that there is a separate section later in this document where you can describe the overall completion criteria for the PCA.]

Deliverables

i [List or summarize all specific deliverables resulting from this activity.]

Assumptions

i [List any assumptions necessary to ensure that you and the client have the same expectations for this activity.]

- <Assumption #1: Brief description of assumption>
- <Assumption #2: Brief description of assumption>
- <Assumption #3: Brief description of assumption>

Estimated Charges for the Change Authorization

Maricopa County will provide an estimated <000> hours of Professional Services for this PCA at hourly rates based on position and roles, as follows:

Pricing Tier	Positions/Roles	Qty.	Estimated Hours	Hourly Rate	Estimated Total Funding Requirement
1 <Description>					
2 <Description>					
3 <Description>					
4 <Description>					
5 <Description>					
Total					

Estimated Schedule for the Change Authorization

The scope of services described in this PCA is expected to span approximately <00> weeks.

- The start date for this PCA is <date>.
- The estimated end date for this PCA is <date>.
- This PCA will expire on <date> unless extended by both parties.

Completion Criteria for the Change Authorization

Maricopa County will have fulfilled its obligations under this PCA when one of the following first occurs:

- All deliverables listed in this PCA have been provided.
- The number of hours for services on this PCA, as detailed in the Estimated Charges section of this document—or in any subsequent approved PCA—have been completed.
- An agreed upon end date for this PCA is reached.

Note: Either party may terminate this PCA with the provision of a written <00> week termination notice of the original Statement of Work, dated <date>.

Terms for this Change Authorization

Maricopa County will provide an estimated <000> hours of Professional Services for this PCA. The estimated total funding requirements for the services is <\$00,000> plus travel and living expenses, which are estimated at 15% of services or <\$00,000>.

<Client’s Company> will be invoiced monthly based on actual hours expended and travel and living expenses incurred.

All other terms and conditions stated in the original Statement of Work dated <date>, unless modified in this PCA, will remain unchanged.

This Project Change Authorization is subject to the terms and conditions of the <project name> Statement of Work. It is agreed that the complete agreement for these services consists of the original Statement of Work, this PCA (and any other approved PCAs), and the Customer Agreement.

Approved by:

_____	_____	_____	_____
For <Client’s Company>	Date	For Maricopa County	Date

EXHIBIT J
OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees,

and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.
- 7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and if applicable with a copy of the written consent issued by the Contract Administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

EXHIBIT K
CONTRACTOR'S RESPONSE TO QUESTIONS DATED OCTOBER 1, 2015 TO 15059-
RFP (REFERENCE DOCUMENT)

EXHIBIT L
CONTRACTOR'S RFP RESPONSE DATED AUGUST 20, 2015 TO 15059-RFP
(REFERENCE DOCUMENT)

CIVICPLUS, 302 S. 4TH STREET, MANHATTAN, KS 66502

PRICING SHEET: NIGP CODE 20811, 91596

Terms:	NET 30
Vendor Number:	2011006953 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending April 05, 2021.