



Contact Information

Organization

URL

Street Address

Address 2

City

State

Postal
Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal
Code

Tax ID #

Sales Tax
Exempt #

Billing Terms

Account
Rep

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	0	\$0.00
Project Manager	\$135.86	26	\$3,532.36
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	44	\$5,785.12
Graphic Designer	\$109.57	74	\$8,108.18
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	40	\$4,382.80
Trainer	\$109.57	24	\$2,629.68
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	132	\$10,644.48
Subtotal			\$35,082.62
Discount			(\$1,072.62)
Total First Year Fee			\$34,010.00

Project Development and Deployment

- First Year Annual Services (Initial GCMS® upgrades, maintenance, support and hosting)
- Server Storage includes **35 GB**
- Services and Deliverables as described in Addendum 1
- Premium suite of modules, as described in Addendum 2
- 3 Years of Agendas & Minutes in PDF or DOC format migrated
- Ongoing recurring 48-month redesign, as described in Addendum 2
- Up to 500 pages of content migrated from www.wellingtonfl.gov, subject to Addendum 3
- 3 Days Virtual Implementation Training for up to 6 Client staff members

\$34,010

Project Enhancements

- 1x SSL Certificate Setup & hosting
- CivicEngage Send

Included

Total Fees Year 1 \$34,010

Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting)

Billed 12 months from SOW signing

\$5,990

Total Annual Fees

Subject to annual 5% increase year 3 and beyond

\$5,990

1. Performance and payment under this Statement of Work ("SOW") by and between Wellington, FL ("Client") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Contract GS-35F-0124U by and between the General Services Administration and CivicPlus (the "Agreement").
2. This SOW shall remain in effect for an initial term of one years (12 months) ("the SOW Initial Term") from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 will be invoiced as follows:

- a. Upon signing this SOW, thirty percent (30%) of the Total First Year Fees.
 - b. The earlier of 6 months from signing or upon completion of CivicEngage Implementation (completion of training), the remaining seventy percent (70%) of the Total Fees Year 1.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be provisioned in accordance with Addendum 4 to this SOW and shall be subject to a 5% annual increase beginning in Year 3 of service.
 5. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
 6. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.
 7. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for such fees not to exceed \$1,000 per CivicPlus resource per trip.
 8. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Addendum 2. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.

Ownership & Content Responsibility

9. 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 created by CivicPlus specifically for Client under this SOW).
10. 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.
11. During content migration CivicPlus will migrate content to include page text (informative pages such as departmental pages or services as an example), Images, 3 years of Agenda's & Minutes (in PDF or DOC format), documents, staff directory entries, FAQ entries, quick links, resource directory entries, facilities, details in Addendum 3.

Intellectual Property

12. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this SOW ("CivicPlus Property") will remain the property of CivicPlus.
13. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Taxes

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

Indemnification

15. CivicPlus will indemnify and hold harmless Client and its agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by the negligence or willful misconduct of CivicPlus; and (b) CivicPlus' violation of a law applicable to CivicPlus' performance under this SOW. Client must notify CivicPlus promptly in writing of such a claim and give CivicPlus sole control over its defense or settlement. Client agrees to provide CivicPlus with reasonable assistance, cooperation, and information in defending the claim at CivicPlus' expense.



16. To the extent permitted by applicable law, Client will indemnify and hold harmless CivicPlus and its agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by Client's negligence or willful misconduct; or (b) Client's violation of a law applicable to its performance under this SOW. CivicPlus must notify Client promptly in writing of such a claim and give Client sole control over its defense or settlement. CivicPlus agrees to provide Client with reasonable assistance, cooperation, and information in defending the claim at Client's expense.

Liabilities

17. 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.
18. Except as otherwise expressly set forth in this SOW, CivicPlus' liability for damages arising out of this SOW, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to Client's actual direct damages.
19. Client agrees that it is solely responsible for Client's solicitation, collection, storage, or other use of end-users' Personal Data on the website. 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.

Acceptance

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

Client

CivicPlus

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Addendum 1 - Project Development Division of Work

Detailed Scope of Services (PREMIUM)

Phase 1 – Initiate				
CivicPlus Deliverables: Project Timeline				
Client Deliverables: Project Timeline Approval Form				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Project Initiation & Review		X		Project Manager will review the contract, Statement of Work (SOW) and any other documentation from the sales process. Project Manager will send initial project kickoff information to the client.
Project Kickoff (Meeting)		X	X	Project Manager will set the expectations for the website implementation process, assign client deliverables, due dates and collaborate with the client to understand goals for the project.
Project Timeline Preparation		X		Project Manager will coordinate the complete project timeline based on the agreed due date of the client deliverables established during the Project Kickoff Meeting and available internal resources. Project Manager will provide this timeline for the client to review and approve.
Project Timeline Review & Approval (MILESTONE)	X			Client will review the Project Timeline Proposal and request any changes necessary due to scheduling conflicts.

Phase 2 – Analyze				
CivicPlus Deliverables: Design & Configure Strategy Recommendations				
Client Deliverables: Design Discovery Form; Website Analytics; Photos for Design; DNS information; Website Layout approval Form; Design & Content Strategy Approval Form				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Client Deliverables	X			Client will submit deliverables as outlined (Design Discovery Form; Website Analytics; Photos for Design; DNS information)
DNS Configuration		X		DNS Coordinator will prepare domain name transfer or setup according to the specifications in the submitted DNS Worksheet.
Website Content Review		X		Web Content Specialist will conduct an initial review of the client's existing website to gain an understanding of what will be required for content development. Content Specialist will create a site map documenting the existing website and note any questions requiring client feedback later in the process.
Design Discovery (Meeting)			X	Art Director will review and confirm the design preferences indicated on the Design Discovery Form and develop the strategy for the website design.
Content Process (Meeting)			X	Web Content Specialist will provide an overview of the content development process, assign tasks for content preparation and record content specifications.
Mood board & Layout Creation		X		Art Director will provide the completed Mood Board and Layout.
Mood Board & Layout Review and Approval	X			Client will provide written approval of website mood board.
Content Preparation & Updates	X			Client will review and update existing website in preparation for content development. All updates must be made prior to the due date to ensure they are included in the Content Migration & Optimization. Client will confirm understanding that any information added to client existing website after this date will not transfer to new CivicPlus website. It is the client's responsibility to track changes and update website during and after training session with CivicPlus trainer.

Phase 3 – Design & Configure				
CivicPlus Deliverables: Design Templates & Tools; Production Website				
Client Deliverables: Design Concept Review & Feedback; Design Concept Approval; Content Cut-off Approval; Production Website Feedback				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Website Design*		X		Graphic Design will prepare a functioning design to present during the Design Concept Meeting. (*Client will choose up to 3 unique design components.)
Design Concept (Meeting)			X	CivicEngage team will present the initial design concept on a functional production website environment.
Design Concept Review & Approval	X			Client will provide feedback on the website design concept. Completed changes will be returned to the client for any additional feedback or approval.
Design Concept Revisions		X		Graphic Design will make requested changes to the design concept.
Design Templates & Tools		X		Graphic Design will create templates and other design tools for website maintenance.
Training Engagement Coordination			X	Trainer will review project documentation and connect with Client to discuss training schedule, logistics and technology requirements to prepare for engagements.
Existing Website Change Tracking		X		Client record all changes made to their existing website during the CivicEngage Content Development process.
Content Cutoff Date (MILESTONE)	X			Client will confirm understanding that any information added to client existing website after this date will not transfer to new CivicPlus website.
Change Tracking	X			Client record all changes made to their existing website during the CivicEngage Content Development process.
Content Development*		X		CivicEngage team will migrate the content from the client existing site to the production website, as contracted for, and optimize using our best practices for usability and accessibility. Content Analyst will review website pages ensuring content is adhering to usability standards and the site content is consistent. Content Analyst will create spelling & broken links report and quality control report.
Quality Control - Production Website		X		CivicPlus will execute a thorough review of the production website in preparation for the website reveal meeting.
Website Reveal (Meeting)			X	CivicEngage team will present the completed website, including finished design and content.

Phase 4 – Optimize				
CivicPlus Deliverables: None				
Client Deliverables: Website Evaluation				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Training Engagement Research & Preparation			X	Trainer completes internal coordination for training engagement.
Website Finalization	X			Client will evaluate the production website and confirm all expectations were met in accordance with the Statement of Work / project contract.



Phase 5 – Educate				
CivicPlus Deliverables: Instructor Led Training				
Client Deliverables: None				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Training Engagement			X	Client will receive training from a Certified CivicPlus Trainer, as contracted for.

Phase 6 – Launch				
CivicPlus Deliverables: None				
Client Deliverables: Website Approval				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Website Launch Preparation		X		CivicEngage team will collaborate to complete final requirements in preparation for Website Launch day.
Website Approval (MILESTONE)	X			Client will approve completed website design and content.
Launch Confirmation (Meeting)			X	Project Manager will conduct a Check-In meeting with project stakeholders to ensure the website is ready for Launch as scheduled.
Website Launch			X	The new website is made available to the public with live domain name.
Project Close Out			X	Project Manager will introduce client to Account Manager and will complete the administrative tasks related to closing out the project.

Addendum 2 - Redesign Details

CivicPlus Project Development Services & Scope of Services for CP Redesign

- Design
 - New design for website layout and theme.
 - Content styling is updated to match theme.
 - Redesign of graphic button icons.
- Project Management
- Content
 - Migration of all existing content
 - Spelling and broken links will be checked and updated by content team where possible. Additional report will be provided to client.
 - Content will not be rewritten, reformatted or broken up.
 - New pages will not be created.
- Training
 - One (1) four (4) hour block virtual training for 2 people with a preset agenda that will be scheduled during the project.



Addendum 3 – CivicPlus Migration

CivicPlus Content migration includes:

- Page text (informative pages such as departmental pages or services as an example). This is information that is static; it may need to be updated periodically, but should not be considered outdated.
- Images
- 3 years of Agenda's & Minutes (PDF or DOC format)
- Documents
- Staff directory entries
- FAQ entries, quick links
- Resource directory entries
- Populate Facilities

CivicPlus content migration does not include migrations of time sensitive items such as:

- Job postings
- Public Notices
- Press releases
- Blog
- News articles
- Bid postings
- Calendar entries
- Calendar events



Addendum 4 – Hosting, Support and Service Level Agreement

Hosting Details

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 providers in place• Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)• 22 Gb/s burst bandwidth
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 8 hours• Guaranteed recovery POINT objective (RPO) of 24 hours• Pre-emptive monitoring for disaster situations• Multiple data centers• Geographically diverse data centers
DDoS Mitigation	<ul style="list-style-type: none">• Defined DDoS Attack Process<ul style="list-style-type: none">• Identify attack source• Identify type of attack• Monitor attack for threshold engagement

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 four 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 Patches for OS
24/7 Emergency Support	System Enhancements
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	

CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.9%, 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 GCMS, 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 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, beginning with the first full month of service, in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9%	1% 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 Client Agreement, 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

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

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. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

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 or any third party; (iv) that result from your 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 Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (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
8 Hours	10% of one month's fee
Recovery Point Objective	Service Credit Percentage
24 Hours	10% of one month's fee