COUNCIL ACTION FORM

SUBJECT: WEBSITE REDESIGN & HOSTING SERVICES

BACKGROUND:

The current City of Ames website is more than ten years old and needs updated functionality, navigation, and expanded content to better meet the growing needs and expectations of an educated and technology-savvy public. With more than nine out of ten Ames residents having Internet access from their home (Resident Satisfaction Survey, 2009), the Web has quickly become a major source of information for a large and geographically dispersed audience. In November 2009, a request for proposals (RFP) was issued to solicit responses from qualified vendors to redesign and host the City and CyRide websites. Included in the RFP was the requirement that the new website allow multiple employees to create and update web content.

The major goals of this project are to:

- Improve public access to City government by providing a website that is easy to use, contains complete and comprehensive information, has intelligent and rapid search capabilities, and provides a seamless interface to additional Internet based applications.
- Improve department use of the website by providing secure web update access and by making it easy to update and maintain sites by providing the tools and the standards for consistent presentation of information.
- Provide a uniform and consistent look and feel to City web pages that incorporates City and CyRide identities. CyRide pages have a distinct look that is different from other City pages. CyRide pages incorporate ISU colors and the CyRide logo.
- Integrate the website with third-party applications such as class registration, streaming video, etc.
- Implement a two-way system allowing the public to communicate and request services.
- Apply the social networking and integration advantages of Web 2.0 to facilitate interactive information sharing and collaboration with City government.

The RFP was advertised on the Purchasing Division's website, and proposal documents were issued to fifty potential bidders. On January 12, 2010, 12 responses were received from vendors across the country. Proposals were evaluated by City staff representing different perspectives. Five proposals were determined to be compliant with the basic requirements of the RFP and were scored in detail.

The top four respondents were invited to make an onsite presentation before City staff, including department representatives who maintain the current website. The four

selected firms were Vision Internet, CivicPlus, Americaneagle.com, and eGov Strategies LLC. Staff determined that all four firms are very capable. Each had strong experience, including municipal website design. They have developed a combined total of well over 1,200 municipal websites. Each of these companies has the ability to meet the major goals of the project to varying degrees.

A summary of the top four respondents is provided below:

eGov Strategies LLC http://www.egovstrategies.com/

eGov Strategies LLC has been working with municipal clients for more than 11 years and serves more than 95 government clients across the nation. The company is headquartered in Indianapolis, Indiana. Among the references listed were the City of Davenport, Iowa, and Fisher Industries.

Americaneagle.com http://www.americaneagle.com/

Americaneagle.com has been a web development firm for more than 15 years and serves approximately 300 municipal clients across the nation. The company is headquartered in Park Ridge, Illinois. Among the references listed were the Chicago Transit Authority; Wilmette, Illinois; and Park Ridge, Illinois. Americaneagle.com has a broad spectrum of experience from e-commerce sites, sports teams (Chicago Bears/New York Giants), to The White House.

CivicPlus http://www.civicplus.com/

CivicPlus has been a web development firm for more than 13 years and serves 600 clients in the United States and Canada. CivicPlus specializes primarily in government websites. The company is headquartered in Manhattan, Kansas. Among the references listed were Manhattan, Kansas; St. Paul, Minnesota; Dubuque, Iowa; and Cedar Falls, Iowa.

Vision Internet Providers, Inc. <u>http://www.visioninternet.com/home/index.asp</u>

Vision Internet has been a web development firm for more than 13 years and serves 250 clients in 35 states. Vision Internet specializes primarily in government websites. The company is headquartered in Santa Monica, California. Among the references listed were Dallas County (Iowa); Boone County (Iowa); Ankeny, Iowa, and West Des Moines, Iowa.

Onsite presentations by respondents were scored with **Vision Internet** receiving the highest average score. Vision Internet's RFP proposal response answered all the requirements and was very informative. The presenter for Vision Internet was enthusiastic and well prepared for the demonstration. Vision Internet's content management system (the application used to update the website) was the easiest to use, the most intuitive, and the most user-friendly of all the presentations. Vision Internet's customer service philosophy was rated highly by those evaluating both the written proposal and the presentation. Vision Internet has won numerous awards for government websites. Vision Internet's design process, implementation, and content management system functionality all received positive comments and scores on the

onsite presentation evaluation. Vision Internet also had the highest combined score including both the RFP response and the onsite presentation. Feedback from references was all positive.

Based on the final scores, staff determined that Vision Internet is the best fit for the City of Ames and CyRide. Staff has worked with Vision Internet to develop a contract in the one-time amount of \$75,428.00 for graphic design, site architecture, web application components, content management system, and consulting services. There is also a \$7,200 estimated annual charge for hosting services, web maintenance, and support. The source of funding for the one-time cost is the Information Technology Replacement Fund, which is accumulated for making upgrades to software and equipment. Adequate funds are available for this purpose and are included in the FY 2009/10 final budget amendment. The ongoing annual cost, which is comparable to our current cost for web hosting and support, will be funded by the Information Technology Operations fund.

ALTERNATIVES:

- 1. Award a contract to Vision Internet Providers Inc. of Santa Monica, California, in the amount of \$75,428.00 for graphic design, site architecture, web application components, content management system, and consulting services.
- 2. Reject all proposals and delay the redesign of the City and CyRide websites.

MANAGER'S RECOMMENDED ACTION:

Approval of the website redesign and hosting services contract will enhance citizen participation in city government by providing a dynamic website that provides timely and accurate information. The proposed contract will meet the growing needs and expectations of our City's educated and technology-savvy public. Finally, funding for this purchase is available from the Information Technology Operations fund.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby awarding a contract to Vision Internet Providers Inc. of Santa Monica, California, in the amount of \$75,428.00 for graphic design, site architecture, web application components, content management system, and consulting services.

CONTRACT FOR PROFESSIONAL SERVICES FOR CITY OF AMES WEBSITE REDESIGN AND HOSTING FOR CITY OF AMES FINANCE DEPARTMENT

THIS AGREEMENT, made and entered into effective the 25 day of May, 2010, by and between the CITY OF AMES, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and Vision Internet Providers, Inc, Inc. (a domestic profit corporation, organized and existing pursuant to the laws of the State of California and hereinafter called "Provider" or "Contractor");

WITNESSETH THAT:

WHEREAS, the City of Ames has determined that certain services to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I PURPOSE

The purpose of this Agreement is to procure for the City of Ames certain services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II SCOPE OF SERVICES

Provider shall provide the services set out in the City of Ames, Iowa, Scope of Work, and Professional Services for City of Ames Website Redesign And Hosting attached hereto as Exhibit A. Terms and Conditions attached hereto as Exhibit B shall apply to the Work.

The City, without invalidating the Agreement, may direct changes in the project within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. Any change in the scope of service by the provider shall be done by written agreement signed by both parties. The added cost or cost reduction to the City resulting from a change in the Agreement shall be determined by mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation, or by unit prices stated in the Agreement or subsequently agreed upon.

It shall be the responsibility of the provider, before proceeding with any change in scope, to verify that the change has been properly authorized on behalf of the City. No additional charges or any other change in the Agreement will be allowed unless previously authorized in writing by the City, with the applicable compensation method and maximum authorized additional sum stated.

III METHOD OF PAYMENT

A. Provider agrees to perform Website Development as described in "Attachment A" at a price of \$75,428. Payments shall be made by the City of Ames in accordance with the following task schedule:

- I. An initial payment equal to 20% of the total cost
- II. A payment equal to 20% of the total cost upon City approval of the site map;
- III. A payment equal to 20% of the total cost upon City approval of homepage design comp;
- IV. A payment equal to 20% of the total cost upon implementation of the Vision Content Management Tool on a Contractor's server;
- V. A payment equal to 20% of the total cost upon completion of the website and City approval.

The maximum total amount payable by the City of Ames under this Agreement is \$75,428 for Website Development and no greater amount shall be paid without written amendment.

B. Provider shall provide for six unique domains, monthly website hosting and database hosting on a shared server ("Hosting") for a period of twelve months commencing on the date of the website launch. Payments shall be made by the City of Ames at the rate of \$200 per month for a period of twelve months ("Initial Term"). With respect to the Initial Term, unless one party has given written notice to the other party of its intent not to renew this Agreement at least thirty (30) days prior to expiration of the Initial Term, this Agreement will continue in effect on a year-to-year basis thereafter until one party gives written notice to the other of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of any renewal term. If the Term of this Agreement is extended or renewed in accordance with the foregoing, all of the terms and conditions of this Agreement shall continue, unmodified, in full force and effect, until the end of the last applicable renewal or extension Term, except that all rates, fees, charges, and compensation payable to Provider hereunder shall be increased by five percent (5%) per year, for each annual renewal period extending the term hereof.

Continuance of this contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of this contract by lack of appropriation shall be without penalty.

C. Provider shall provide at no charge, monthly website maintenance and updates ("Maintenance") for up to five hours each month for a period of three months commencing on the date of the website launch. Maintenance beyond five hours per month in the first three months is optional. Optional services and maintenance after the first three months are considered Extra Work as described in Paragraph 7.

D. Additional services not covered in this Agreement and extra hours will be presented to City for approval prior to commencement of work ("Extra Work"). Extra Work will be billed at Provider's prevailing hourly rates, which are currently as follows: HTML Programming, Content Migration, \$85/hr; Graphic Production \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. City shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable.

F. Provider's invoices shall include an itemization of the work for which payment is claimed. Invoices referencing the assigned purchase order number shall be sent to the following address:

City of Ames, Finance Dept. - Accounts Payable, PO Box 811, Ames, IA 50010

IV FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All claims for payment shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

B. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any payment under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for charges made hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final payment by the City.

C. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the payments made or claimed under this Agreement.

D. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

V INSURANCE

A. The Provider shall maintain insurance coverage in scope and amounts acceptable to the City's Risk Manager.

B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

D. Provider shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. To the fullest extent permitted by law the Provider shall indemnify and hold harmless the City of Ames, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the work,

provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

G In no case will the Provider's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the City of Ames.

VI PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

Provider agrees to hold in trust and confidence any confidential and/or proprietary information or data relating to City business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the City.

VII TERMINATION

The City of Ames may terminate this Agreement without penalty to the City at any time by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the City shall provide a Cure notice. If after notice the Provider continues to be in default, the City may terminate this agreement immediately. The City shall only be obligated to compensate the Provider for compliant services performed prior to notice of termination.

VIII

INDEPENDENT CONTRACTOR STATUS

Provider agrees that the relationship between Provider and the City is that of an independent contractor for employment tax purposes. The Provider shall be solely responsible for all taxes relating to payments under this agreement including those of employees.

IX LAWS

This contract is governed by the law of the State of Iowa with venue in Story County District Court.

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ASSIGNMENT

This Agreement may not be assigned or transferred by the Provider without the prior written consent of the City.

XI AFFIRMATIVE ACTION

Provider shall place on file with the City a statement of nondiscrimination policy in the form of a completed *Assurance of Compliance with the City of Ames, Iowa, Affirmative Action Program* satisfactory to the Affirmative Action Officer of the City.

XII

DURATION

This Agreement shall be in full force and effect from and after May 25, 2010 until completion of the Work, or, until terminated by the City of Ames, Iowa.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA

By: ______Ann H. Campbell, Mayor

By _____

._____

Attest by: _____ Diane R. Voss, City Clerk

Printed Name and Title

EXHIBIT A SCOPE OF WORK

Scope of Work

Following is the Scope of Work for the City of Ames' ("City") website to be performed by Vision Internet ("Contractor"). In this document the words "we," "us," and "ours" refer to Contractor. The word "you" refers to City.

Implementation of the website will include:

- □ <u>Attractive Design</u>: A website design that reflects the City of Ames, draws people in, and makes it immediately obvious that the website is the best place to get information and access resources.
- □ **Intuitive Navigation:** Information should be easy to find with the most important information accessible from the homepage to make it easier for website visitors.
- □ <u>Content Management System</u>: Contractor will implement the Vision Content Management System (VCMS) to facilitate management of content to non-technical staff throughout the City.
- □ Integrated Web 2.0/Gov 2.0: Your new website will include Web 2.0 features such as RSS feeds, "Bookmark & Share" links, and links to Google Maps to enable more immediate, fluid and targeted communications to your audiences.
- □ **Integrated Interactive Components:** Interactive components will be implemented to make the website more engaging and useful for users by allowing them to quickly zero-in on the information most important to them.
- □ **Integration of Third-Party Components and Databases:** Components and databases should be used to enable citizens to access government services at anytime and from anywhere.

Each of these recommendations is discussed in more detail in the sections that follow.

Attractive Design

City will have a design that makes it stand out among cities on both a regional and national basis. The City's website will be inviting, easy to use, and will reflect your unique identity. This will be accomplished through the following design characteristics:

- □ <u>Creative design</u> that incorporates custom design elements and the most important information and keeps both easily accessible from the homepage.
- □ <u>Photos and collages</u> of recognizable landmarks, scenery of the City, and the local area.
- □ <u>Consistent look and feel</u> throughout the site to make it easier for website visitors to navigate the site and find information they need.
- □ <u>Use of Cascading Style Sheets</u> to ensure future consistency as well as separation of content and design. This makes it much easier to apply a new design theme in the future without the need to redevelop the underlying website.
- □ <u>Section 508 Compliance</u> making it accessible to persons with disabilities.
- □ <u>Easy to use drop down menus</u> helping users to quickly understand navigation and locate information with the least amount of clicks.
- □ <u>Breadcrumbs</u> showing the user's current path to let them know exactly where they are on the website.

Intuitive Navigation

For your website, we recommend organizing information by department, topic, and/or target users. Contractor's approach allows users to find information in the variety of ways that are most

important to them. This is because content is available through multiple "paths" making it simple for users to search the site regardless of their preferred method.

Content Management System

The City's website will utilize VCMS which was created in Microsoft ASP.NET and SQL Server. Upon final payment, Contractor will provide City with the source code for City's own use.

Integrated Web 2.0/Gov 2.0

VCMS includes numerous Web 2.0/Gov 2.0 features built in. These helpful and handy features include RSS feeds, "Bookmark & Share" links, and more.

Included Interactive Components

In addition to the creative design, effective navigation, and easy to use VCMS, we will provide the City with interactive components for managing special types of content.

Interactive Components to be utilized are:

- □ Additional Site for CyRide
- Administration Tools
- Approval Cycle
- Auto Archiving
- □ Automatic Alt-Tags
- □ Automatic Image Resizing
- Bookmark and Share
- Community Spotlight
- □ Connected Pages
- □ Content Scheduling
- Document Central
- Dynamic Banners
- Dynamic Breadcrumbs
- Dynamic Calendar System
- Dynamic Homepage
- Dynamic Department Homepages
- □ Emergency Homepage Alert
- □ e-Notification
- □ Extranet (Members Only)
- Facility Directory
- □ Font Resizing
- □ Form/Survey Tool
- □ Forward to a Friend

- □ Frequently Asked Questions
- □ GovBlog
- □ govTrack CRMTM
- □ Guest Book
- □ I Want To...
- □ Image Library
- □ Integrated TwitterTM API
- □ Job Postings
- Multilingual Translation
- Navigation Control
- □ News and Newsletters
- □ OneClick Social NetworkingTM
- Photo Gallery
- Printable Pages
- Quick Links
- □ Rotating Homepage Banners
- □ RSS Feeds
- □ Site Audit Reports
- □ Site Search
- Sitemap Generator
- □ Staff Directory
- \Box visionMobileTM
- □ Weather Update

Each of these interactive components is described in detail below.

Customization of the Vision Content Management System includes the frontend graphic design and layout as well as adding or subtracting fields for your specific needs.

Additional Site for CyRide

Contractor will create an Additional Site that will provide CyRide with its own individualized and attractive homepage tailored specifically to your users needs. This includes a navigation and

design that draws on all of the experience and expertise of Vision Internet's web development team while following the main website's structure. Furthermore, this Additional Site will have all the same functionality as your main website since it would use the same backend and have all the same interactive components. Vision Internet will also migrate up to 50 pages of content; additional pages may be migrated for an additional budget.

Administration Tools

VCMS includes a number of functions that make it extremely easy for your non-technical staff to manage website content. The most important include:

- <u>Browser-Based Administration</u> that allows for easy management of content by anyone who is familiar with surfing the Internet and using basic word processing programs. There is no need for your staff to know programming when updating content. This allows authorized staff members to update, delete, and create new pages based on a predefined template, and insert them into the website's navigation.
- □ <u>Email Address Masking</u> which prevents spammers from getting the email addresses of your employees when crawling your site.
- □ <u>Multiple File Upload</u> where users can upload multiple files from multiple locations simultaneously.
- □ <u>Page Hiding</u> which allows staff to hide unpublished pages from public viewing.
- □ <u>Page Linking</u> that enables you to easily create links to any page in the website or to other websites.
- □ <u>Paste Text from Microsoft Word</u> to make it easier to add content to the website while stripping MS Word formatting and converting it to HTML.
- □ <u>Search and Replace</u> component that replaces a word or phrase within the page.
- Secure Administration that offers password protection to content management functions. Our sophisticated component allows you to grant management rights to specific users or groups of users. Administration rights can be granted to the entire site or restricted to specific areas or types of content (i.e. by department).
- □ <u>Single-Source Web Publishing</u> that permits administrators to update a single web page and reflect those changes on multiple pages throughout the site.
- □ <u>Spell Check</u> to help you create content that is free of any embarrassing spelling errors.
- □ <u>Styles</u> that can be applied to such elements as text, headers, and lists, thereby enabling you to create web pages with a consistent look.
- □ <u>Undo, Redo, and Trashcan</u> tools giving you the ability to recover from mistakes.
- WYSIWYG Text Editor that is based upon standard document creation components that make it easy for your non-technical staff to edit and format text. With the WYSIWYG (What You See Is What You Get) editor, they can change font styles, colors, sizes, and formatting such as bold, italics, and underlining.

Approval Cycle

For websites where content authorship and updates are distributed throughout an organization's departments, it is helpful to implement the Approval Cycle where content updates and changes do not go live on the website until one or more persons have approved them.

This allows you to segment the management of content by groups of users (such as departments), in addition to types of content as determined by the interactive components. It is extremely flexible allowing you to define as many workflows as you require with as many steps in the approval as you deem necessary. Most clients have one workflow per department with up to four or five steps in each.

Auto Archiving

With Auto Archiving, your calendar, event, and news items are automatically archived on the website. This archive system helps ensure that information is available for future reference by both your staff and citizens.

Automatic Alt-Tags

Automatic Alt-Tags for images ensures compliance with Section 508 of the American Disabilities Act. The Alt-Text, which is a short description, added to your images, helps those reading content on your website with a screen reader to understand what the image is about.

Automatic Image Resizing

VCMS features Automatic Image Resizing, which converts your photos and graphics, into web ready images optimized for display on your web pages. Images are resized by the system upon upload, and files of non-web format such as .bmp and .tif are automatically converted to the web-friendly .jpg format.

Bookmark and Share

The Bookmark and Share component is a Web 2.0 feature that helps you spread your content across the web. It makes it easy for website visitors to bookmark and share your content among their favorite social destinations on the web. This tool allows website visitors to share your content with popular social networking and news sites including Facebook, Twitter, Delicious, Digg, Reddit and MySpace.

Community Spotlight

Being able to draw attention to important information is a necessity on a local government website. With the Community Spotlight, your website will have a prominent area on the homepage that highlights community events, classes, announcements, business opportunities and other information that would be especially important to your residents. Your staff will be able to link Community Spotlight notices to webpages with additional details and change the highlighted item to reflect current community events.

Connected Pages

Content on your website may be relevant to different departments, and thus may need to appear in different navigation areas throughout the site. Connected Pages, unique to Vision Internet, allows you to create multiple instances of any web page and place them in different areas of the website. Changes made to any instance of a Connected Page are reflected immediately across all other instances, saving your staff precious time and eliminating duplication of effort, while keeping information on the website consistent and easy to find.

Content Scheduling

Content Scheduling saves time and money. It allows all standard pages and specific predefined component content to be published ahead of time. In addition, content can be set to expire on a specific day and time so that it can be automatically removed or archived by the system. The Content Scheduling feature is handy for seasonal and time-sensitive content, and gives you the ability to have updates occur to the site automatically when you are away from the office.

Document Central

One of the main reasons people visit a local government website is to get information and download important documents and forms. With the Document Central, website visitors can easily find the information they need, and you can slash printing and distribution costs for all types of documents.

Document Central allows website visitors to browse for documents from a single, categorized location as well as to access information from individual pages within the website. Furthermore, it allows easier administrator management of files, thus preventing confusing links and ensuring there are not multiple versions of the same document throughout the site. To prevent broken links in the website, the Document Central prevents deletion of linked documents and provides a complete list of pages linking to the document to simplify website administration.

We recommend all documents be stored in Adobe Acrobat PDF format to enable everyone to view them, regardless of platform. However, you may upload most types of files including Microsoft Word, Excel, graphics files, and audio or video clips.

Dynamic Banners

While your site will include graphical banners that make the website attractive, changing the banners from time-to-time will keep the website fresh and interesting. While Vision Internet can change the banners at anytime for an incremental maintenance fee, the Dynamic Banners tool allows your staff to change the banner images by themselves, whenever they want. With the simple to use interface, they can easily upload pre-sized photos, graphics, or collages to replace existing banner graphics.

Depending on your preferences, we will implement the Dynamic Banners so that you can apply a different banner for individual pages or the overall website. We would work with you to determine the best implementation for your unique needs. You can see an example of the implementation of Dynamic Banners at <u>www.visioninternet.com</u>. As you go to different sections, you will notice that different banners are used. We can change banners via simple image upload. Included in this budget are ten dynamic banners; additional banners will be billed at our hourly rates.

Dynamic Breadcrumbs

Dynamic Breadcrumbs are an automated navigational aid that displays the website visitor's current path on the top of each page to let them know exactly where they are on the website. The breadcrumbs provide your website visitors an extra method of navigating the site.

Dynamic Calendar System

The Dynamic Calendar System can be used to improve attendance at your events and meetings by making it easier for users to find the types of events important to them. The Dynamic Calendar System allows staff to create calendars for any department or category your staff chooses. These calendars can share events, preventing duplication of effort.

Calendars can be implemented in a user-friendly monthly or yearly format. To assist users further, your website's Calendars will have filtering tools that allow them to find information by month, category, or even departments. This makes it quite easy to locate specific information.

Our Dynamic Calendar System contains a number of advanced functions including:

- □ Recurring events function
- □ Automatic archiving
- □ Integration with optional e-Notification component
- □ Ability to create and assign filtering categories to events
- □ Ability to restrict use of categories by specific staff
- □ Ability to control which events to include on the homepage of the site
- □ Ability to insert calendar pages anywhere in the site navigation
- □ Ability to apply different calendar formats including standard monthly calendar and a listing of events
- □ Add to my Outlook calendar link

- □ Automatic event address link to Google Maps for driving directions
- □ Automatic RSS feeds

Please note that we can discuss with you ways that your community members can submit items for inclusion in your calendars. This includes submitting items via an online form or creating a customized interface for community members. We can discuss this optional feature with you during your project's consulting phase.

Dynamic Homepage

It is important on a city website to list the most current news, press releases, or events. This keeps the community informed while ensuring the website is fresh and timely. It also exposes website visitors to important information they may not necessarily be looking for.

A Dynamic Homepage automates this process for your staff by displaying the most recent information and automatically removing it when it is no longer relevant. It will save your staff time while guaranteeing that your homepage is up-to-date.

Dynamic Department Homepages

While the Dynamic Homepage would provide information for the City overall, the Dynamic Department Homepages would provide the same functionality for individual departments. The system will be implemented in a way that information could be posted on both the main homepage and a department's homepage simultaneously without duplication of effort. We will also provide a graphical banner that can be used for any page on the site. Since we will provide you with the original design work, your staff will be able to create distinct banners for individual departments. As an option, we can provide more banners for an additional cost.

The screenshots below show the City of Manhattan Beach's homepage, which lists current events, and the Police Department's homepage, which automatically lists department specific news and which has its own distinct banner.

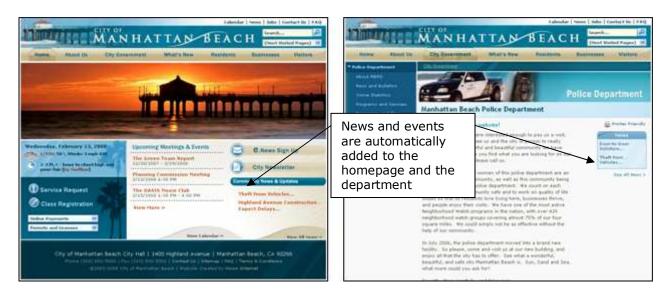


Figure 2 The City of Manhattan Beach's homepage automatically lists upcoming events.

Figure 3 Dynamic Dept. Homepages automatically lists a department's current news or events.

Emergency Homepage Alert

In the case of an emergency, it is extremely important for cities to reach out to residents in the most efficient way possible. By doing so, potentially life saving information reaches those who need it most. Notifying the City's website users is simple with the Emergency Homepage Alert.

The notice is easily customized and can be prepared in advance with common evacuation or shelter information. The Emergency Homepage Alert would prominently cover the main area of the homepage so users would not miss it.

e-Notification

The e-Notification Tool provides a sign-up box allowing users to add their email addresses to receive important notices, and set their preferences for the e-Notifications they would like to receive. Each registration is verified via a confirmation email that the user must respond to in order to complete the registration process. This same mechanism allows each user to change preferences including opting out from subscription lists.

To better manage the e-Notification process, your staff can see how many subscribers there are for each category, plus edit subscriber information and export the subscriber database for use in other systems.

The best part about our e-Notification tool is that it also integrates with the Calendar and News and Newsletter components, giving you the ability to broadcast event and news content from your website to your subscribers. There is no need to recreate the content. This integrated approach enables your users to sign up for different types and categories of content on a single subscription page in order to have it delivered directly into their email box.

Extranet (Members Only)

Vision Internet can implement an Extranet where restricted content is integrated into the main city website. The restricted content is not viewable by users until they log into the website (i.e. designated staff or elected officials). Once they log in, they will see the additional content within the menus or as an additional section to the main website.

When implementing the Extranet, you may want to have different levels of information access. With our Extranet tool, you can define an unlimited number of groups such as designated staff, executive management, and elected officials. Registered users can belong to any number of groups and any number of groups can be associated with most pages in the Extranet. Once implemented, the website visitors will need to log into the website using a username and password to view the secure pages.

The basic Extranet tool includes functionality to restrict viewing pages in the navigation of the website. Additionally, the tool offers the ability to restrict viewing content in News and Calendar. An additional fee applies for implementing Extranet functionality within other interactive components.

Facilities Directory

The Facilities Directory provides citizens with a listing of all types of facilities in the community. Site users are able to search the listing by type (such as parks, recreation centers, and schools) amenities (such as swimming pool, meeting rooms, and kitchen), and capacity. Because the tool is designed to list all facilities in the community, it has a registration form where organizations can put in the necessary information about the facility they have available. Entered information does not become live on the website until after review and approval by your designated administrator.

Facilities listed on the directory can also be added to a Google map of your area, providing website visitors with a visual guide to Ames' amenities.

Font Resizing

Font Resizing allows users to adjust font sizes according to their personal preferences. The font size buttons will be located unobtrusively on every page of the website so that users can adjust

the text they are reading anytime they like. In addition, the convenience of having Font Resizing on the website makes this much easier to use compared to adjusting text size via a browser.

Form/Survey Tool

Interactive forms are the staple of an effective government website. They allow users to communicate and interact with their government at convenient times. Vision Internet's Form/Survey Tool can be used for asking questions, getting feedback, or submitting applications. **Keep in mind that these online forms can be used for replicating many paper forms the City uses, including service requests.**

The Form/Survey Tool also provides you with the ability to easily create your own online surveys and track the results in real-time. In contrast to the traditional paper survey approach, online surveys are more convenient because they eliminate the time and expense of mailing back responses. Furthermore, you can display the results in several formats, including graphical representations. This allows your staff to aggregate the responses and view them in report format.

The tool supports fill in the blank, multiple choice, multiple select, and ranking type questions. It also has an export function so you can analyze the results using Excel or any other program capable of importing CSV files. This is a third party tool, so only graphic design may be customized and the Approval Cycle functionality is not available.

Forward to a Friend

What better way to build traffic to your website than through the Forward to a Friend component. In content rich websites like yours, people will often find information they want to share with others. With the Forward to a Friend component, you can flag individual pages as available for forwarding to a coworker, friend or colleague. Additionally, the interactive components will automatically have a button for forwarding to a friend. The simple form asks for both the sender and recipient's email addresses and, if they care to, allows comments to be sent with the page link. The recipient will receive a short email from their colleague directing them to a specific page on your website. This component empowers your online visitors to share information from your website that they find particularly useful.

Frequently Asked Questions

Frequently Asked Questions (FAQ) are a website staple that visitors have come to expect. While traditional FAQs consist of long lists of questions that may overwhelm users, our component provides a simple and easy way for them to find the information they need. Website visitors are able to browse the list of questions (and answers) by categories you define. Multiple categories may be assigned to each question so that your visitors will be able to find answers based upon the category that best matches what they are looking for.

Your staff will also love the feature because our component presents a much simpler solution to creating FAQs. Questions and their associated answers are submitted through a simple and centralized interface. Our component does the rest!

GovBlog

The GovBlog feature allows you to create multiple blogs, including those for your mayor, officials, and neighborhood associations, making it easier for users accustomed to visiting other popular blogging websites to view updates from the City. Updates will be displayed as blog posts, with recent posts displayed on the same page. A single blog entry can be duplicated in multiple blogs without having to replicate effort. This is a great way for your residents to follow what's happening in their community!

govTrack CRMTM

The govTrack CRM allows your citizens to make service and information requests based on categories defined by the City. Users can also send comments and files (such as photos of a street lamp requiring maintenance, graffiti that needs to be removed, etc.) to the case processer so that they will have a clearer idea of the work that needs to be done. These requests will be automatically routed to the appropriate case processer and a confirmation email will be sent to the user. Passwords provided to users will allow them to log-in and track the progress of their request throughout the process. Users will also receive emails updating them on their requests.

Additionally, because govTrack CRMTM is integrated with the included Frequently Asked Questions component, your users will also be able to check for common solutions to their problem before sending it to the City.

Assigned case processers will be notified of service requests by email. After logging-in, an easyto-use queue will show them a list of pending requests, including highlighted overdue projects. Either City staff or a contractor can be assigned as a case processer and receive service requests; since requests do not need to be accessed via the Vision Content Management System, you do not need to worry about granting access to the website's backend to non-City employees.

Guest Book

When visiting your website, residents may wish to communicate with the City by sending comments about pages they've viewed. The Guest Book component allows site users to provide their feedback easily, no matter where they are on the website. To prevent spam, a verification code system is enabled to identify real users from automated responses. Additionally, your staff will be able to review any messages submitted via the Guest Book and determine if they wish to publish the responses on the website.

I Want To...

An action-oriented "I Want To…" navigation menu provides your website visitors with an easy, intuitive way to find the services they are looking for. Residents simply select an action from the menu (such as "pay," "sign up for," "download," etc.), select a specific action type (such as "pay – parking ticket" or "download – planning documents"), and they will be instantly directed to a page with the information or services they require.

Image Library

The Image Library is a centralized place where all images used in the website are stored. This saves space because only a single version of each image is used on the entire site. This also provides greater control, as you can restrict the ability to add new images to specific staff members within your organization. Images remain archived when deleted to prevent accidental broken links within the website while the content management system tracks all pages using individual photos to make it easier for you to replace images in individual pages. The Image Library also incorporates several components that make managing images much easier. They include automatic scaling and sizing of photos to the maximum size recommended for your website plus automatic alt-tag insertion for images added to pages to ensure future Section 508 compliance.

Integrated TwitterTM API

Utilizing Vision Internet's built-in social networking components, your staff will be able to connect with residents like never before. The Vision Content Management System now includes integrated TwitterTM API at no additional charge, which allows your staff to send TwitterTM messages through the system. Community members subscribed to TwitterTM can instantly receive these messages via cell phone text messages, email and RSS feeds. This is a useful way to get information out to residents quickly - your staff can use the Twitter system to send out critical

alerts, emergency notifications, news and event updates, and more. The TwitterTM system can also be used for officials to send "micro-blogs," keeping them in touch with target constituents.

Job Postings

Job Postings is one of the most popular types of content on local government websites. By posting jobs within the site, you are both attracting possible candidates and averting the flood of telephone inquiries about positions that do not exist. This, of course, keeps your administrative costs down.

Our Job Postings component makes posting jobs a snap. Your HR staff simply fills out a form that can have any number of fields you define (such as position, department, salary, and benefits). Staff can schedule when postings go live on the website and when they expire, thus simplifying the process and reducing your administrative time and costs.

To make it easy for users, postings can include interactive components for filtering available positions by category, type of position, posting date, and salary. As is normal for all our components, your staff is able to define the categories or classification of Job Postings.

Multilingual Translation

It is important to reach non-English speaking residents; they are a major audience that may require your services. As part of your project, we can implement the free Google translation link in your website. This link will direct website visitors to the Google translation website.

We will provide links at the top of your homepage that allow for easy navigation between the different language sites. We are one of very few vendors that have specific experience developing foreign language websites. We have created websites in Spanish, Chinese, Haitian Creole, and Danish.

NOTE: Please note that without multilingual support components, you can still add your non-English content directly into the Vision Content Management System. This can simply be treated as a department. While the graphics would not be changed in the navigation and headers, the alternate language text could be added directly by your staff. This approach is beneficial when you only need a few non-English pages.

Navigation Control

With Navigation Control, you can easily add, delete, or move pages within the website, allowing you to create new pages for departments, programs, or other important information whenever it is necessary. Your website will also include drop down menus, which allow your website visitors to browse deeper into the site without clicking, so they can find information quickly and easily.

News and Newsletters

By posting news on your site, you will improve communication with your target audiences. Our experience is that news can take many forms, including press releases, newsletters, feature stories, and "what's new" content. With our News and Newsletters component, each of these types of news can be implemented onto a single section of the website or have their own separate area. To ensure usability for website visitors while providing simplicity for staff, news content is automatically moved to an archive section at a predefined interval after publishing. Website visitors can browse the archive by category and date range. This is a great way to provide a historical archive while making site administration easy. Additionally, RSS feeds of the News and Newsletters are automatically available to website visitors.

OneClick Social NetworkingTM

The innovative OneClick Social NetworkingTM component will allow your staff to post content to your website and to the most popular social networking sites, such as Twitter and Facebook, with

one click - saving your staff precious time and helping you broadcast your news, alerts, events and other notices easily and selectively all across the web. Our OneClick Social NetworkingTM component integrates with the included Dynamic Calendar System, Job Postings, and News and Newsletters components.

Photo Gallery

Nothing spices up a website like pictures. With our Photo Gallery component, your website visitors can browse through images of your beautiful city and its exciting events. Users can view photo albums defined by your staff, and either look at images via thumbnails or a slide show.

While you can setup the basic photo albums with our content management system, the Photo Gallery component includes several tools to make administration much easier. Simply upload the image to the new album and add a caption; thumbnails are automatically created and added to pages based upon the predefined template. In addition, to ensure accessibility and Section 508 compliance, the necessary alt-tags are automatically added to each photo. What a great way to save staff time while livening up your website!

Printable Pages

Your website visitors will be able to print out virtually any page on the website with Printable Pages. When a webpage is printed, it will be formatted into a printer friendly format to make it easy to read content offline.

Quick Links

Quick Links will make it even easier for users to find your website's most popular pages. Your staff can easily manage a list of Quick Links in a special drop down menu in the website header or on the homepage itself, allowing you to highlight popular pages or featured links on your website.

Rotating Homepage Banners

Rotating Homepage Banners is a great way for you to mix up the design on your site, and ensure that your homepage always looks fresh and inviting. You can easily change the images at any time, and each rotating image can be set to link to a different page on the site, allowing you to use the banner area to highlight special features, events and services. This makes it a great marketing tool for your city!

RSS Feeds

RSS (Really Simple Syndication) Feeds keep local residents, potential visitors, and other subscribers up-to-date on important news, events, and announcements from your website. Users can subscribe to your website and receive automatic updates in their RSS readers, mobile phones and personal homepages (such as iGoogle, My MSN and My Yahoo!) as a convenient way of remaining current on community events.

Site Audit Reports

Your staff will be able to measure your website's progress using our content management system's Site Audit Reports. From the backend of your website, staff will be able to view reports on expired and published pages. This is particularly useful for keeping track of what content is available via the website. Additionally, staff can view the number of pages or items there are on the website via a content count feature.

Site Search

Having Site Search on a government website provides your community with the ability to find specific content on the website. For your project, we will implement the Google custom search

engine into your website. This powerful tool searches all the files on your site including documents such as Word and .PDF files.

Sitemap Generator

Some people prefer to navigate from a central sitemap where they are able to quickly see a snapshot of the overall website structure. Additionally, visually impaired people often use the sitemap as their principal source of navigation because it is much faster for their screen reader software to move through this than other navigation pages. The Sitemap Generator makes it easy for website visitors and staff alike by automatically generating a sitemap based upon the current site hierarchy. When a change is made to a page location on the website, it is automatically updated on the sitemap. This ensures up-to-the-minute accuracy, and is much easier than staff having to maintain a static sitemap.

Staff Directory

It is often difficult for website visitors to find the correct person to contact in a government agency. However, the useful Staff Directory component greatly simplifies this search. It can list all staff persons, departments, even related agencies and partners, along with their contact information and description of their role or area of specialization. Your website users will love the convenience, simplicity, and accessibility; they can easily filter the list of staff based upon name, department, or other criteria determined to be important to them.

Additionally, your staff will be pleased that they can make their email addresses available to others without exposing their contact information to spammers. Our component "masks" email addresses so that email-harvesting software used by spammers cannot automatically extract them from your website.

visionMobileTM

visionMobileTM dynamically converts all standard web pages and key components, such as the Calendar, News and Newsletters, Job Postings, and FAQs, to your mobile website. Updates remain simple and easy with dynamic posting to the traditional website and the mobile version. Also, intuitive navigation allows users to go through all page levels with ease. Your website will be compatible with all major smart phones including iPhone, Blackberry, Android, Windows Mobile phones and more.

Weather Update

Weather information is often important to visitors of government websites. By offering the local weather on your own site, your online users will come into the habit of regularly visiting it and thus become more familiar with the City and all that you have to offer them. For your website, we will implement Yahoo weather for no charge.

Integration of Third-Party Components and Databases

Today, there are many advanced components for such functions as:

- Class Registration
- □ Credit Card Transactions¹
- Crime Statistics
- □ e-Commerce
- **GIS and Other Interactive Mapping**
- □ Human Resources/Employment Functions

¹ Our standard online payment service is Authorize.Net. Integration of other services may result in additional fees.

- Park and Recreation Services
- □ Permitting
- □ Service Requests (CRM)
- \Box Streaming Video²
- □ Others

Our content management system can easily work with these components, provided they are webenabled. Most of these types of components can be given the same look and feel as your main website via modifications to the presentation template. For your project, we will provide you with an HTML template that vendors of these third-party components can use. We will also integrate links to these third-party components into the overall website navigation. There are many examples of where we have used this approach, including the Cities of College Station, TX; Diamond Bar, CA; Citrus Heights, CA; and many others.

Additionally, we are able to create web-interfaces for your third-party databases. Examples of previous projects where we have done this include displaying tax records that were exported from a main frame for Vanderburgh County, IN; displaying crime statistics from California State databases for the City of Citrus Heights, CA; displaying travel options from various databases for several airlines including United; and displaying staff and student contact information from school databases for the UCLA School of Law.

These are just a few examples of our extensive experience working with third-party databases and systems. While interfaces to third-party systems are not included within the budget, they are available for an additional fee. We will provide a firm quote for interfaces after analyzing the databases and requirements during the consulting phase of your project.

 $^{^2}$ Please note that we are partners with Granicus, who have provided streaming video services for many of our government clients.

The Vision Process

Contractor's Process is the result of long-term, dedicated staff who have built and refined our development approach over thirteen years of web strategy experience. The original creators of the process train all our project managers and oversee each and every project, ensuring results are excellent every time. We have been fortunate to enjoy the loyalty of long-term staff and feel our clients truly benefit from their experience and expertise.

Our process consists of six stages. In each, there are formal review and approval points to give you full control of the project and ensure the final website meets your expectations. The Vision Process is explained in the sections below.

Stage 1: Vision Stage

In the Vision Stage, we work with you to create the vision for your website now and for the future. The Vision Stage places heavy emphasis on the objectives of the website and how it supports your overall organizational goals.

To create the vision, we will:

- Prepare and tabulate surveys of key decision makers. The surveys will focus on goals and objectives, what is good and bad about your current site, examples of sites you like, and many other topics.
- □ Review your existing website and the websites of other cities.
- □ Study examples of other websites you like.
- □ Hold onsite brainstorming and planning sessions with your web team.
- Collect all content and materials for the new website.

The heart of this stage is the onsite brainstorming and planning sessions where we discuss your current website, the results of surveys, the needs of users and staff, and possible approaches for the future. This serves to gain insights and create general support for the project. We will also discuss operational considerations for once the website launches. This operational discussion will be a two-way dialog where you provide us information about the operational needs of the City of Ames and we share with you our experience and knowledge based upon the best practices we have discovered over the years.

Stage 2: Concept Stage

In the Concept Stage, we will create the blueprint for realizing the vision. To do this, we will develop the site infrastructure that includes:

- □ Creation of a navigation strategy that supports easy access to information.
- □ Categorization of pages according to the navigation strategy.
- □ Creation of a conceptual sitemap. The navigation or information architecture will take into account your current needs plus allow for future expansion and growth.
- □ Recommendation of interactive components to support easy navigation through special types of content, such as events and news.
- □ Drafting of a homepage layout wireframe that shows the placement of key information and dynamic content.

The Concept Stage will end with your approval of the sitemap and homepage layout wireframe.

Stage 3: Design Stage

In this stage, our creative team will continue with the creative graphic design for your homepage, based on the approved homepage layout wireframe. Our creative ability and expertise will allow us to develop compelling graphic design to make your website look great, while maintaining its

usability. We will work very closely with your staff to establish a look and feel for the website that reflects your unique identity.

Website/Graphic Design will include:

- □ Up to three homepage design concepts to establish direction.
- Design of custom icons, buttons, screen elements, and backgrounds, if desired.
- **□** Efficient and streamlined navigation and site architecture.
- □ Optimization for speed.
- □ Section 508 Accessibility Compliance.
- Consistent graphics, structure, and navigation design.

Towards the end of this stage, we will present final homepage design concepts for your approval. You will select one for implementation in the new website.

Stage 4: Development Stage

This stage includes the interior page design and programming the website according to the approved specifications and creative design. Programming will include the implementation of the Vision Content Management System and development of the interactive components. With over five years experience utilizing .NET technology, we can ensure the quality of your website. Our creative team will give direction for the sub-level page development and we can provide guidance on the best practices for web content writing. We include in the scope of your project the migration of up to 100 pages into the new website.

Stage 5: Quality Assurance, Documentation, and Training Stage

While quality assurance is an integral part of every stage of the project, in the Quality Assurance Stage we do extensive testing and reviewing of the website code. We will thoroughly follow an exhaustive checklist of all pages and functions created during the development stage. We recommend that you have a staff representative participate in this process to verify the site fulfills the expectations for the project.

Within this stage, we will also provide a one day training consisting of a session for each department's content author in addition to an overall system administrator. For content authors, we will train them on how to create and update content using the content management system and for the administrator, we will instruct them on managing security, system configuration, and other advanced topics. A custom training manual and reference is provided for updating the website. The manual incorporates screenshots from your website, making it easy for staff to understand and use.

Stage 6: Launch Stage

In the Launch Stage, the website is moved to the production server. We will install other necessary software specified by Vision Internet, make necessary configuration changes, and transfer the code and content. We again go through the final quality assurance process, ensuring the site transfers correctly. After you approve that the website is ready to launch, the website will be made available to the public. We will continue to monitor the website over the next three months to make sure that the entire site is functioning properly.

Project Schedule

The table below shows our recommended development and launch schedule along with a list of key deliverables/milestones.

| Implementation Step Avg. Duration | | |
|-------------------------------------------|--------------------------------------------------------|---------------|
| Visio | n Stage | 2 4 W/1 |
| | | 2 – 4 Weeks |
| | Onsite brainstorming and planning sessions | |
| Concept Stage | | |
| | Conceptualized sitemap | 2-4 Weeks |
| | Homepage layout wireframe | |
| Design Stage | | |
| | Unique custom graphic design | 3 – 4 Weeks |
| | Custom icons, buttons, screen elements and backgrounds | |
| | Complete navigation design | |
| Development Stage | | |
| | Programming of the website | 4 – 9 Weeks |
| | Migration of up to 100 pages of content | |
| Quality Assurance and Documentation Stage | | |
| | Completed website | 2 – 3 Weeks |
| | Customized training manual | |
| | Onsite training | |
| Soft Launch & Final Launch | | |
| | Move website to production server | 2 Weeks |
| | Continued final testing | |
| | Website goes live | |
| Total estimated time to launch | | 15 – 26 Weeks |

* The schedule may vary largely depending on optional components and participant decision times.

EXHIBIT B TERMS AND CONDITIONS

1. <u>Documents & Data; Licensing of Intellectual Property:</u> This Agreement creates a non-exclusive and perpetual license for City to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"), to which Contractor retains ownership of all intellectual property rights. City understands and agrees that Contractor shall retain all right, title, and interest to the Vision Content Management System (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components.

2. City shall supply all information to Contractor in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics.

3. City understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 7.0 and 8.0 and Firefox 3.0 and 3.5. Website backend will be compatible with Internet Explorer 7.0 and 8.0. Website may not be compatible with previous or future versions. Website will be optimized for 800 x 600 pixels resolution or above. City understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2005 ("MS-SQL"). City understands and agrees that the website is developed to run on a Microsoft Windows 2003 Server ("MS-Server"). City is responsible for the costs of all software licensing.

City understands and agrees that the website frontend will be designed to be compliant with Section 508 guidelines on accessibility. Content migrated into the website by Contractor will also be compliant. Compliance standards will be verified via Watchfire's BobbyTM software prior to Completion. City understands and agrees that website backend and third party tools may not be Section 508 compliant.

4. <u>Limited Warranty</u>: Contractor does warrant that all of the deliverables included in this Agreement will be conveyed to City. All programming code developed by Contractor within the project is warranted for a period of twelve (12) months from the date of the completion of the website ("Completion"). Contractor will create a backup of the website on the date of Completion. If any warranted problem arises while City or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is maintaining and hosting the website, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion.

Except as expressly set forth in the immediately preceding paragraph, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE WHATSOEVER. In no event, at any time, shall the aggregate liability of Contractor exceed the amount of fees paid by City to Contractor and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

5. Contractor does not warrant any results from the use of any web pages created under this Agreement, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions.

6. Although Contractor may offer an opinion about possible results regarding the subject matter of this Agreement, Contractor cannot guarantee any particular result. City acknowledges that Contractor has made no promises about the outcome and that any opinion offered by Contractor in the future will not constitute a guarantee.

7. Contractor may use any web pages developed for the City in any of its own promotional materials as examples of its work. City agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page. Contractor's use of web pages for promotional material or examples of work shall not be presented as an endorsement of Contractor by the City.

8. Each Party warrants that it holds all rights necessary to display all the images, data, information or other items being displayed at the City's web pages during the effective period of this Agreement. City expressly authorizes Contractor to display and/or modify any City supplied images, data, information and other items in connection with the services provided herein.

9. City agrees to use the website in strict accordance with, but not limited to, all local, state, and federal laws. City hereby agrees that any text, data, graphics, or any other material published by City on its website is free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel.

10. With regard to web hosting, the Parties agree to the following:

(a) Contractor shall not be responsible for limitations including but not limited to service interruptions, server down time, loss of data, or access speed. The reliability, availability and performance of resources accessed through the Internet are beyond Contractor's control and are not in any way warranted or supported by Contractor. Except as expressly set forth in this Agreement, it is City's responsibility to maintain the website and make back-ups of all hosted files.

(b) City agrees not to use any process, program or tool via Contractor for gaining unauthorized access to the accounts of other Contractor clients, customers or account holders or other Contractor systems. City agrees not to use Contractor services to make unauthorized attempts to access the systems and networks of others. Any attempt to do so will result in immediate termination of Contractor services at Contractor's discretion.

11. Contractor will defend, hold harmless and indemnify City from and against all liability, loss, cost, damage, or expense, resulting from any claim of injury to person, damages to property, or monetary damages arising solely out of Contractor's negligence or intentional misconduct or failure to perform obligations under this Agreement.

12. City will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all liability, loss, cost, resulting from any

claim of injury to person, damages to property, or monetary damages arising out of City's negligence or intentional misconduct or failure to perform obligations under this Agreement.

13. Estimated times are included for convenience. Actual times will vary depending on City interaction and participation. However, the Parties agree to reasonably cooperate with one another in the construction and design of the website in a timely manner.

14. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

15. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

16. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement for such person or entity, and (c) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

17. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

18. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

19. <u>Force Majeure:</u> Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

20. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

21. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

22. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as follows:

(a) City: City of Ames Iowa 515 Clark Ave Ames, Iowa 50010 Attn: Stanley Davis Fax: (515) 239-5294

(b) Contractor:

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