### **VENDOR CONTRACT**

Between

CivicPlus, Inc.

and

(Company Name)

### THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Web Hosting, Services or Content Management

CONTRACT #2092216

### **General Information**

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

### **Terms and Conditions**

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### **Customer Support**

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

### Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised. Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities. Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

### Disclosures

- 1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
- 3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### **Renewal of Contracts**

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

### Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

### Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

### **Participation Fees**

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

### Indemnity

- 1. Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

### Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

### Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

### State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

### Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

### Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

### Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

• Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

### Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

### Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

### Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

### Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

### Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

### Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

### **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

### Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

### Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

### **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS

member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

### Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

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### **Special Terms and Conditions**

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- <u>Contracts:</u> All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- <u>Promotion of Contract</u>: It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- <u>Daily Order Confirmation</u>: All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- <u>Vendor custom website for TIPS</u>: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
- <u>Back Ordered Products</u>: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

### Check one of the following responses to the <u>General Terms</u> and <u>Special Terms and Conditions</u>:

We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)



We take the following exceptions/deviations to the **general** and/or **special terms and conditions**. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:				
1.000 <b>- 2.000</b> - <b>2.000</b>			99999-1999-1999-19999-19999-1999	
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<b>Burnayette Tradition</b>				
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				M

### The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator Email	Karen Walton Internal Support Specialist Karen.Walton@tips-usa.com	Address	Region VIII Education Service Center 4845 US Highway 271	Address	
Phone Fax	(903) 575-2761 (866) 929-4402		North Pittsburg, TX 75686	Contact	
	<b>、</b> ,	Contact	Kim Thompson, TIPS	Department	
Bid Number Title	2092216 Web Hosting, Services or		Office Manager	Building	
	Content Management	Departmen	t	Floor/Room	
Bid Type	RFP	Building		Telephone	
Issue Date	7/1/2016 08:01 AM (CT)	-		Fax	
Close Date	8/12/2016 03:00:00 PM (CT)	Floor/Room	1	Email	
Need by Date		Telephone	+1 (866) 839-8477		
		Fax Email	+1 (866) 839-8472 bids@tips-usa.com		

#### **Supplier Information**

Company Address	CivicPlus 302 S 4th Street Suite 500 Manhattan, KS 65202
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (888) 228 2233
Fax	1
Email	
Submitted	8/12/2016 12:20:00 PM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Kyle Sterling Karpowicz

Email contracts@civicplus.com

**Supplier Notes** 

**Bid Notes** 

**Bid Activities** 

**Bid Messages** 

Ple	ease review the following and respond v	where necessary	
#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Νο
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Website Design, Hosting & Support and CMS SaaS
6	Primary Contact Name	Primary Contact Name	Kyle Karpowicz
7	Primary Contact Title	Primary Contact Title	Contract Specialist
8	Primary Contact Email	Primary Contact Email	contracts@civicplus.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7853234733
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Linda Decker
13	Secondary Contact Title	Secondary Contact Title	Lead Sales Specialist
14	Secondary Contact Email	Secondary Contact Email	decker@civicplus.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7853234762
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Lisa Houston
19	Admin Fee Contact Email	Admin Fee Contact Email	houston@civicplus.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7853234718
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Lisa Houston

22	Purchase Order Contact Email	Purchase Order Contact Email	houston@civicplus.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7853234718
24	Company Website	Company Website (Format - www.company.com)	
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	48-1202104
26	Primary Address	Primary Address	302 S 4th Street Suite 500
27	Primary Address City	Primary Address City	Manhattan
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	KS
29	Primary Address Zip	Primary Address Zip	66502
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	website, web, site, webpage, hosting
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Manhattan
34	Company Residence (State)	Vendor's principal place of business is in the state of?	KS
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING	Yes

section.

40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is working days?	2
44	Years Experience	Company years experience in this category?	20
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(Month(s), Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Response Total:

### 2 CFR PART 200 Contract Provisions

### **Required Federal contract provisions of Federal Regulations for Contracts**

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

### Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

### 2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES Che Initial of Authorized Company Official

### Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES CIC Initial of Authorized Company Official

Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### 2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60.

Does vendor agree? YES \_\_\_\_\_\_ Hnitial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES \_\_\_\_\_\_Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

Page 3 of 4

#### 2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES CACE Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES CACInitial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES Company Official

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

Page 4 of 4

#### 2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES \_\_\_\_\_ Initial of Authorized Company Official

### Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES \_\_\_\_\_ Initial of Authorized Company Official

Company Name	CivicPlus, Inc.
Print name of authorized representative	Connie Casper
Signature of authorized representative	bac
DateAugust 3, 2016	(a)

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.

### SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name:	CivicPlus, Inc.		
Vendor Address:	302 S. 4th Street, Suite 500, Manhattan, KS 66502		
Vendor E-mail Address:	accounting@civicplus.com		
Vendor Telephone:	785-587-1853		
Authorized Company Offic	cial's Name:Connie Casper		
Signature of Company Off	icial:		
	August 3, 2016		
Date:			

### FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

### THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A <u>or B</u> <u>or</u> C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Of	ficial	: Connie Casper	
		Print Authorized Company Official's Name	
A.	My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.		
		Signature of Authorized Company Official:	
B.	My	firm is not owned nor operated by anyone who has been convicted of a felony:	
		Signature of Authorized Company Official:	
C.	My	firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	
		Name of Felon(s):	
		Details of Conviction(s):	
		Signature of Authorized Company Official:	

### **CONTRACT Signature Form**

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name:	CivicPlus, Inc.
Mailing Address:	302 S. 4th Street, Suite 500
City:	Manhattan
State:	KS
Zip:	66502
Telephone Number:	(785) 587-1853
Fax Number:	(785) 587-8951
Email Address:	accounting@civicplus.com
Authorized Signature:	Res mortan
Printed Name:	Deb McNew
Position:	

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

TIPS Authorized Signature Aavrd Warne Fitts

Approved by Region VIII ESC

September 22,2016

Date

September 22, 2016 Date

References

### \*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.

Organization	City	State	Contact Name	Contact Phone	Notes
Woodbridge Township	Woodbridge Township	NJ	Michael Esolada	732-634-4500	TIPS Contract Signed 2/2016
City of Jonesboro	Jonesboro	AR	Erick Woodruff	870-336-7249	TIPS Contract Signed 3/2014
City of Fountain Valley	Fountain Valley	CA	Lee Pratt	714-593-4666	Client Since 2014

TIPS The Interlocal Purchasing System

## 

Supplementary Catalogs and Information



302 South 4th Street, Suite 500 Manhattan, Kansas 66502 888-228-2233 / www.civicplus.com

# TABLE OF CONTENTS

CIVICENGAGE (CONTENT MANAGEMENT SYSTEM) 1
CIVICHR7
CIVICREADY
CIVICMOBILE11
CIVICSEND
CIVICADVISE
CIVICMEDIA

# CivicEngage Content Management System

The CivicEngage CMS is a robust and flexible CMS that has all of the features and functionality needed today and in the future.

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

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

## User Interface

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RECENTLY USED See All Pages	CivicSend	05 Calendar	Group Administration	Forms	Notify Notify	Me
D Recent Activity	D Recent Activ	ity		SHOW MIN	E VIEW MORE	5 of 2
Pending Approval	kschafer Horton, Chuck		User Administration	3 days ago Published		ľ
Declined Items	York Co page Horton, Chuck		Pages	3 days ago Unpublished		
Expiring Items	New York Co page Horton, Chuck		Pages	3 days ago Unpublished		
CivicPlus Messages 5	<b>chorton</b> Shannon, Jamie		User Administration	7 days ago Published		
My Messages	parks map Specialists, Sales		Document Center	10 days ago Published		
Training Videor		Training Manua	de	CivicPlus Supp	ost	_
Training Videos		Training Manua	115	CIVICPIUS SUPP	ort	
Read More		Read More		Read More		
		Powered by <u>CivicPlus</u> , Re	v 5.0.57742 Request Assistance			

CivicEngage's intuitive interface empowers your staff in more efficient ways. Based on client input and extensive testing, the CivicPlus team has created a clean, crisp updated look-and-feel for the admin-side of CivicEngage. It's sleek and streamlined, designed specifically to make your job easier.

### Modules & Tools

Agenda Center – Create and display agendas and minutes for various civic organizations.

Alert Center – Post emergency or important information on your website to notify citizens via email and SMS.

**Bid Postings** – Simple and easy-to-use method of posting your bids.

**Blog** – Post opinions/information about various community topics and allow citizen comments and subscriptions.

**Business / Resource Directory** – List municipal contact information and community resources.

**Calendar** – Create multiple calendars and events to inform citizens of upcoming activities.

**Citizen Request Tracker™** – Allow users to report a problem and provide follow-up communication with the point of contact.

**Community Voice**<sup>™</sup> – Interact with citizens about projects in your community.

**Document Center** – Organize and house documents in one central location.

**ePayments** – Allow customers to have the ability to process payment transactions via the website.

Facilities & Reservations – Showcase community facilities and allow reservations online.

Form Center – Create custom online forms that can be completed and submitted online.

**Frequently Asked Questions (FAQs)** – Answer the most frequently asked questions from your visitors.

Job Postings – Post available jobs online and accept online applications.

My Dashboard – Allow users to personalize their dashboard to stay updated on news, events, and information they care about.

Notify Me<sup>™</sup>– Send out mass emails and SMS to subscribers of specific lists. (Includes 500 SMS subscribers)

**News Flash** – Post organizational news items, right on your home page, that are important to your citizens.

**Opinion Poll** – Interact with your site visitors by posting various questions and polls.

Photo Gallery – Store and display photos

Quick Links – Place links on any page.

**Spotlight** – Highlight important text or widgets in a compact, easy-to-update module.

**Staff Directory** – Detailed contact information for your staff and offices.

### Gov 2.0 & Social Networking

CivicPlus understands the importance of Gov 2.0 and how social networking sites like Facebook and Twitter help governments connect with their residents in unique and innovative ways. We are dedicated to helping our clients integrate their web content into dynamic social media sites that easily drive citizens to more information.

CivicPlus can sync your website to your Facebook and Twitter profiles to automatically publish news, notices, and calendar events from one central location. Other social networking sites (such as LinkedIn, YouTube, Pinterest, etc.) can have feeds displayed on any page of your site and can be featured on your website with links to your profiles.

### Administrative Features

**Instantaneous Updates** – Once published, updates are posted to the live site in real time.

**Browser Based** – No installation of programs or software needed! Your staff can update the site from an internet connection or platform (Mac or PC) at any time.

**Mobile Updates** – Immediately upgrade your site from any location using your tablet or phone.

**Pending Approval Items** – Direct access to a queue of pending items to be published or reviewed by the administrator upon login.

Site Search and Search Log – Powerful site search automatically indexes all content making it easy for visitors to find information. A log of all words that have been searched by visitors is kept, allowing you to update highly searched information and feature key items. Automatic Alt Tags – Built-in features ensure your site is Section 508 compliant without having to know the requirements.

**Bad Links Identifier** – This module creates a list of the broken links on your site when they are accessed.

**Content Creation** – CivicEngage makes it easy to add new content, edit old content, and keep page layout consistent through use of our What You See Is What You Get (WYSIWYG) editor. Content changes will not affect the design - site breadcrumbs, page structure and sitemaps will dynamically update upon publishing. With mega menus and drop-down, pop-out menu functionality, you can essentially get to any page on your website within a single click if desired!

**Content Scheduling** – Material throughout the entire system can be set to auto-publish, auto-expire or can be manually retired.

**Content Versioning** – CivicEngage includes version control, a history log for reviewing changes made within the system, file locking through our permission system and an archive of all published content.

**Dynamic Layout** – The layout for your website will be determined by you and the designer. Placement of navigation and dynamic areas are important in guiding site visitors to key information quickly and easily.

Dynamic Page Components – Events Calendar, FAQs, Opinion Poll, News Flash and other new features may be included as dynamic page components. Dynamic Page Components may be placed on any page and will help dedicated areas of the site appear as its own website. For example, the entry page for your Parks and Recreation Department can be customized with specific lists of events, FAQs and news announcements pertaining to that department.

Dynamic Breadcrumbs and Site Map – Dynamic Breadcrumbs are used to show a visitor's location within the site. Breadcrumbs are automatically generated by our system. A dynamically generated site map automatically updates to reflect your new navigation if changes are made.

ePayments / eCommerce Integration – The ePayments module is included with our premium website solution and allows customers to have the ability to process payment transactions via the website, saving staff time and effort by of manually processing payments. To take advantage of this module, additional processing transaction and merchant account fees will apply. History Log – Easily tracks changes made to your website including items in your Page Menu, Archive Center, Document Center and more. History Log information is searchable, sortable and exportable.

Integration/Interfacing – CivicPlus' integration services work cohesively with most third-party software applications. We have the capability to link with most software or databases currently utilized. Systems such as purchasing, taxes, assessment and utilities have been developed for many of our clients.

**Intranet** – An intranet is a secure location on your website that allows employees and other groups to login and access non-public resources and information. You will have the ability to set up multiple intranet groups with varying view rights.

Levels of Permissions – Levels of Permissions may be defined as publishers (create or publish) or authors (create but not publish), or as administrators of modules. Assigned groups may have the right to update their own content without affecting web pages, menu structure, top of page, banner or navigation.

Active Directory Authentication – LDAP or ADFS authentication provides a powerful and simple way to manage users and permissions within our system by syncing your website with your existing active directory database - negating the need for multiple user upload and signon. Because LDAP and ADFS require custom programming time, additional fees apply.

Link Redirects – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http:// civicplus.com/awards. A more intuitive approach to help visitors find particular pages.

Maps – Help website users find commonly requested information such as bus routes, highways, tourist attractions, education information, major employers, or demographics. Maps can be simple, clickable maps, using our Image Map Editor, or more sophisticated JavaScript or Flash (additional fees required for JavaScript or Flash development).

**Printer Friendly** – Our printer friendly functionality does separate critical content from the site template to provide a clean print without menu structure and banner information included.

**RSS Feeds** – RSS stands for Real Simple Syndication and in short, it brings your site to the people. After signing up, they receive email notifications of the latest news updates.

**Supported Browsers** – CivicPlus websites are viewable in all common browsers. We optimize them for administrative use with Windows 2000+ and in the two most recent versions of major browsers including: Internet Explorer, Firefox, Safari and Chrome.

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

### Application Programming Interfaces

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

### CivicMedia - Mobile Video

CivicPlus offers a robust mobile video experience as part of our CivicMedia solution. Consumption of video is continuing to grow, and providing this option as part of your overall experience is a must have to drive engagement for anything from board meetings to community events.

### Mobile Video

- Just about any file format is supported and easily searchable, shareable and accessible from almost any device.
- Drag-and-drop uploading
- Includes ability to stream live HD video (additional charges may apply to continuous streaming).

# CivicHR



# HR Software Built For Local Governments.

Recruit Easier. Hire Faster. Engage Better.

CivicHR is the only software specifically focused on helping governments recruit, hire, and engage employees with personalized customer service and easy implementation. CivicHR simplifies the HR processes associated with hiring and engagement to help communities perform at their best. Meet CivicHR, a product of CivicPlus,<sup>®</sup> we're focused on helping governments recruit, hire, and engage employees with personalized customer service and easy implementation.

Think of everything you do to recruit and hire a new employee.

The paperwork. Multiple job board postings. Spreadsheets. Now, think of an online system that simplifies the HR processes associated with hiring and employee engagement, helping everyone stay connected with your community.

#### A system that can...

- Increase the quality and performance of employees
- Reduce administrative costs associated with HR processes
- Ensure the compliance of HR practices

#### CivicHR can help you do all of this.

Our web-based platform integrates and organizes data, automates job postings, parses resumes, and simplifies onboarding and performance management.

The CivicHR tools are designed to help local government HR professionals hire, onboard, and manage high-performing employees. The suite includes the following product modules:

- Applicant Tracking
- Employee Onboarding
- Performance Management
- 1 Human Resource Information System (HRIS) Portal

### HR Software Built For Local Governments.



# Additional Services Personalized Training

Personalized Training Webinars Consulting Services Dedicated Support Team Online Training Library

#### **Product Modules**

- + **CivicHR Applicant Tracking** is a web-based recruiting and hiring platform. All the tools needed to easily manage job descriptions, publish open positions, accept online applications, and screen candidates. Designed to help you hire top talent in less time.
- + CivicHR Employee Onboarding is a web-based onboarding platform. All the tools needed to easily create, distribute, and collect necessary employee forms, as well as distribute surveys, setup employee resources, and manage training plans. Designed to help new hires more quickly become highly productive employees.
- CivicHR Performance Management is a web-based performance evaluation platform.
   All the tools needed to complete employee performance evaluations, track skill development, provide feedback, and measure staff engagement. Designed to help local governments better serve their communities through talented employees.
- + CivicHR HRIS Portal is a web-based Human Resources Information System (HRIS) solution for streamlined web-based records storage, protection, and management. All the tools needed to move critical and sensitive information out of file drawers and spreadsheets and into one secure, dynamic resource. Designed to help you keep HR records safe, current, and accurate.

Each product module may be purchased as a stand-alone solution or an integrated bundle.

# CivicReady



## Your Comprehensive Digital Emergency Management Solution

Prepare. Respond. Recover.

CivicReady is a cutting edge cloud-based emergency preparedness and mass communication solution designed specifically to help local governments prepare and communicate quickly with citizens before, during and after emergencies and weather-related disasters.

CivicReady goes beyond sending out alerts and notifications. It is designed for high traffic, low bandwidth connections to ensure clear, efficient communication when you need it most. We provide you with a cloud-based, customized website that's dedicated to your emergency management needs. CivicReady includes Emergency Communication, Emergency Preparedness and Shelter Management features with optional Automated Alerts and IPAWS capabilities.

Advanced preparation and timely communication with citizens during an emergency is critical. CivicReady makes it possible to:

- Encourage emergency preparedness within communities
- Provide a central, trusted and official source of emergency information
- Quickly distribute unlimited messages via website, email, SMS, voice calls, and social media by typing one message.

CivicReady integrates both the Emergency Preparedness and Emergency Communication together, so the solution is effective before, during, and after an emergency situation. CivicReady stands alone and seamlessly integrates with your existing website.



No Active Alerts

City of Alliance

With the CivicReady website widget, communities can save time, create consistencies in messaging, and keep your citizens engaged. It will automatically display active alerts, categorize them based on severity, date and time stamp them for clarity, and citizens can quickly sign up for alerts easily and directly through the widget. The widget can be displayed on



the City website, as well as any other relevant community websites.

With your custom-themed Emergency Preparedness website, we provide professional launch services delivered by our talented consultants and designers to ensure your solution is fully equipped to prepare and inform your citizens' unique needs. This will include content customization for relevant threats and disasters in your area, accurate emergency contact and local media information, as well as a unique landing page message and image. CivicPlus will handle callerID verification or toll free number integration for your custom phone number to identify CivicReady alerts and provide a Knowledge Base with brief training videos.

CivicReady is designed to immediately equip any size of community with emergency preparedness, response and recovery capabilities. It is our goal to ensure all communities nationwide have the tools to be prepared and communicate effectively in the event of an emergency.

Communicating with staff and citizens has never been easier than with CivicReady. Our solution has been specifically designed to be quick and easy to operate. No jumping through hoops to communicate in an emergency.

# CivicMobile

# 



# The App Your Citizens Are Waiting For

One customizable app. One user-friendly interface. Endless possibilities.

#### Apps are used everywhere, for everything, by everyone.

### MARKET INSIGHTS

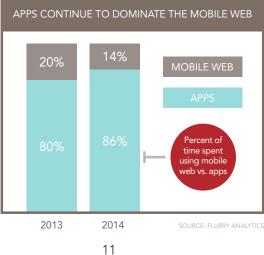
Apps continue to dominate the mobile web

86% of time spent on mobile devices is spent using apps

Mobile views surpassed desktop web views in 2014 & continue to rise Why a mobile app?

Mobile device ownership is high - and growing. What are users doing on all those devices? Using apps! Mobile apps are used everywhere for everything by everyone. You use apps, right? Your citizens do too.

Research shows that the average person looks at their mobile phone up to 150 times a day. As more and more people adopt mobile devices we'll continue to see the user demand for apps increase. Currently, 86% of the time we spend on mobile devices is spent using apps. This provides a great opportunity for you to connect with citizens. You'll want to do everything you can to make sure they can access your site content whenever, wherever, and however they want - an app makes that possible.



With seamless integration, the CivicMobile app puts the power of your CivicPlus® website conveniently the palm of your citizens' hands. Updates to your site are automatically synced to the app in real-time.

Contact us today to learn more about the exciting doors a customized app can open for your community.

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### One customizable app. One user-friendly interface. Endless possibilities.



### Who's Using It?

San Gabriel, CA Citrus Heights, CA Brambleton Community Association, VA Goose Creek, SC

#### And many others - take a look:

Android Mobile Apps

Apple Mobile Apps

### **Product Benefits**

- Cross-Platform Compatibility CivicMobile is designed to look and work great on both Apple<sup>®</sup> iOS and Android<sup>®</sup> mobile devices.
- Fully Integrated The CivicMobile app is seamlessly connected directly to your CivicPlus<sup>®</sup> website; your content will always be in-sync with your app.
- **Custom Design** Our designers work hard to make sure that no matter what device your citizens are on, your brand identity is instantly recognized.
- Push Notifications Through integration with Notify Me<sup>®</sup>, your citizens are able to receive updates across all of their mobile devices.
- Custom Content CivicMobile allows you to choose the most relevant content for your app.
- No additional resources Once the app is designed and developed, there is no upkeep on your end. Our expert team will make sure it stays up-to-date and follows the everchanging landscape of mobile apps.

### What do you get?

- Choose to include up to 18 modules
- Include up to six web links for easy integration with any mobile-friendly web page
- Link to social media accounts (Facebook,® Twitter,® and YouTube®)
- Choose your own app name

# CivicSend





### Sending Made Simple

Save Time. Improve Efficiency. Increase Engagement.

#### BENEFITS

Easily create customized messages Robust, yet simple to use Seamless CivicEngage integration A visually rich e-communication platform designed with governments and citizens in mind.

### Communicating with your citizens just got easier.

With CivicSend, you can create professional-looking messages in minutes. Simply select your communication channels (email, text, social media), then choose a template, customize, and send. It really is that easy, that efficient.

### CivicSend at a glance:

- Versatile communication tool Not just for newsletters
- **Communicates efficiently** From one interface to multiple channels
- **Robust analytics** Track and measure response rates
- **Mobile-responsive** Reach citizens anywhere
- Autopost to website All communication in one centralized location
- Accesses your CivicEngage subscriber lists Select one or multiple notification lists
- Template-based Create attractive, engaging messages
- Intuitive Features a new, easy-to-use CivicPlus interface
- Value-conscious Offers unlimited emails and lists

CivicSend offers all this and more, right from the user-friendly interface of your CivicEngage solution. You can create anything from simple messages to event invitations to multi-image e-newsletters. Our templates make crafting professional-looking messages a snap – no experience necessary.

If using a centralized communication tool to save time, improve efficiency, and increase citizen engagement is important to you, let us show you first-hand what CivicSend can do.



### One communication solution. One user-friendly interface. Endless possibilities.



#### **Additional Services**

Save your customized templates for future communication

Add a lead-in message to text messages and social media posts

Since 2001, CivicPlus has been working to help local governments communicate the way citizens most want to connect – digitally. Our solutions reach beyond interactive websites to help our clients stay in step with today's technology across the board. CivicSend answers the need for a robust, anytime, mobile-ready communication solution.



### Simplify your communication, beautifully.

CivicSend offers both beauty and brains. You can use it to craft visually rich messages, then measure citizen engagement with our analytics dashboard.

Better yet, we're saving you steps. Create your message using a single interface, then send through multiple channels (email, text, social media). CivicSend also auto-posts the content to your website.

Our goal with CivicSend was to create an e-communication tool that does everything you need it to do... and nothing you don't. It's sending made simple.

# CivicAdvise

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Hands-on Consulting to Ensure Your Project is Set-up for Success.

### Setting the stage for a sustainable website project.

Implementing an enterprise-wide software solution is a huge undertaking. Not only does new software touch every department in your organization, it has the potential to positively impact the hundreds of end-users in your community. Our expert consultants don't just hand you a strategy document and take off—they help develop a plan that is practical and ready to execute. They will help you:

### 🗸 ALIGN GOALS

- Identify goals for implementation and beyond
- Make a plan to improve information and end-user navigation
- Devise a strategy to integrate third party applications

### GET EVERYONE EXCITED AND ON-BOARD

- Facilitate stakeholder review of strategic initiatives to be achieved by new website
- Ensure everyone's needs are heard and addressed

### IDENTIFY YOUR AUDIENCE, TOP SERVICES & MOST RELEVANT INFORMATION

- Assist in analyzing web statistics and citizen input
- Create process maps for critical services
- Suggest streamlined content making it easy for citizens to follow and staff to maintain

With CivicAdvise consulting, you'll receive a customized project strategy to help you meet your goals, whether they include aligning stakeholder goals for website implementation and sustainment, better understanding end-users' information needs or adapting and optimizing internal processes that rely on your software systems.



CivicAdvise Consultation Offering	Who Should Attend	Why Attend	Organization's Commitment without Consulting	
Envision	Web Team and stakeholders	Consultant will work with all stakeholders to research your current website, target audience and develop a project road-map.	n/a	
Research	Web Team and stakeholders	Consultant will work with all stakeholders to get everyone excited and aligned for website project.	60 staff hours	
Align	Web Team and stakeholders	Consultant will work with stakeholders to collect data (call logs, foot logs, web analytics, third party applications) to make good project decisions.	120 staff hours per 200 pages	
Navigate	Web Team and Website Content Editors	Consultant will work with departments to recognize their audience, top services and most relevant information.	60 staff hours per 6 departments	
Optimize	Web Team and process/service owner	Consultant will facilitate creation of a process map for critical departments or services, and will create a plan for how to optimize via the website.	30 staff hours per 1 service	

\*We offer on-site and virtual consulting. We will make a recommendation based on the size of your team and scope of your project.

# CivicMedia



### Engage your citizens with videos on-the-go.

Engaging citizens is becoming harder as today's busy lifestyles clamor for information in a quick and mobile format. By leveraging online videos municipalities can quickly share information with citizens – whenever, wherever. CivicMedia enables you to engage your citizens through easy-to-use live streaming capabilities and accessible on-demand videos.

### 🕗 MOBILE FRIENDLY VIDEO WITH ON-DEMAND STORAGE & PLAYBACK

- Easy access to videos anywhere and anytime
- High definition playback on most mobile devices
- Dedicated storage space separate from your website

### HIGH DEFINITION LIVE STREAMING

- Clear and crisp viewing quality with high definition video streaming
- Engaging real-time live videos

### /> EMBED VIDEOS IN PAGE CONTENT

- Easily embed your videos within any page content
- Ensure videos stay in the context of supporting information

### 🗸 DRAG & DROP UPLOADING

Easy-to-use drag and drop uploading tool

In 2015, 107.1 million U.S. users were watching video content on their mobile phones. These figures are expected to grow to more than 136.9 million in 2019.\*Statista Inc.



Live stream video provides instant feed and connection to your viewers' devices. Prepare for live streaming with the following broadcasting requirements below.

HD WAVE BROADCASTER & MINIMUM BROADCASTING REQUIREMENTS:					
1080p FULL HD (1920×1080)	720p HD (1280×720)	480p HD (854×480)			
CPU: Intel Core <sup>™</sup> i7 Extreme i7-975 3.33GHz or Intel Core <sup>™</sup> i7 Extreme i7-965 3.2GHz or AMD Multi Core processors (AMD FX 4-Core Processor, AMD FX 6-Core Processor, AMD FX 8-Core Processor)	CPU: Intel Core 2 Quad 3GHz or faster; AMD A-Series processor or faster	CPU: Intel Core 2 Duo 2.66GHz			
Memory: 4GB – any DDR3 memory	Memory: 4GB	Memory: 1GB			
Available HD Space: 10MB or more available disk space	Memory: 4GB	Available HD Space: 10MB available disk space			
Operating System: Microsoft Windows 7 or 8 compatible	Operating System: Microsoft Windows 7 or 8 compatiblev	Operating System: Microsoft Windows 7 or 8 compatible			
Bitrate: 2000 Kbs recommended	Bitrate: 1200 Kbs and up recommended	Bitrate: 512 Kbs and up recommended			