



## CITY OF TUALATIN PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF TUALATIN, a municipality organized under ORS 221.110 to 221.230 ("City"), and LARGEFOOT, LLC, an Iowa limited liability company dba Juicebox ("Provider"), collectively, "The Parties."

**Section 1 - Agreement Documents.** The Contract Documents, which together form the complete Contract between the parties, consist of the following documents in descending order of precedence:

- (i) This Agreement;
- (ii) Any documents specifically referenced in this Agreement;
- (iii) The attached Statement of Work (Exhibit A);
- (iv) The City's Request for Proposals dated March 13, 2024 (Exhibit B – any marketing materials omitted from this document are incorporated herein);
- (v) Provider's Proposal dated June 11, 2024 (Exhibit C); and
- (vi) Liquid Web's SOC 1, SOC 2, and SOC 3, all dated July 11, 2023, which are incorporated herein.

To the extent there is any conflict between the documents, the conflict is resolved by the order of precedence described above. There are no Contract Documents other than those listed.

**Section 2. Work.** Provider shall complete all Work that is generally described in the Statement of Work (Exhibit A). Provider shall be solely responsible for all Work under this Agreement, including all services, labor, materials and supplies, documents, permits and other requirements to complete the Work, whether produced by Provider or any of Provider's subcontractors or Providers, except for those items identified as the responsibility of the City.

**Section 3. Effective Date; Term; Renewal.**

- A. Effective Date.** The effective date of this Agreement is the date both Parties sign this Agreement ("Effective Date"). If the parties sign on separate dates, the latter date shall be the Effective Date.
- B. Term.** The term of this agreement begins on the Effective Date and terminates on June 30, 2025, unless otherwise renewed.
- C. Renewal.** The Parties may renew this agreement for an additional term or terms upon the mutual written consent of both parties, provided that in no event may this agreement, including renewals, extend beyond five (5) years.

**Section 4. Standard of Care.** Provider shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession. If Provider is in an industry that requires a license to perform the work, Provider will perform all work in compliance with applicable licensing standards.

**Section 5. Independent Contractor; Responsibility for Taxes and Withholding.**

- A. Independent Contractor.** Provider will perform all Work as an independent Provider. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, the City may not and will not control the means or manner of Provider's performance. Provider is responsible for determining the appropriate means and manner of performing the Work.
- B. Not an Officer, Employee or Agent.** Provider is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.
- C. Federal and State Taxes.** Provider is responsible for all federal or state taxes applicable to compensation or payments paid to Provider under this Agreement and, unless Provider is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Provider's federal or state tax obligations. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from City under this Agreement. Provider is not entitled to, and expressly waives all claims to City benefits, including but not limited to health and disability insurance, paid leave, and retirement.

**Section 6. Subcontracting.** Provider's services are unique and as such, will not enter into any subcontracts for any of the Work required by this Agreement without City's prior written consent.

**Section 7. Agreement Price.** City agrees to pay Provider the not to exceed price of \$114,385, which is inclusive of all hours necessary to complete the Work.

Provider understand and agrees that City's payment of amounts under this Agreement is contingent on City receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

**Section 8. Payment Process.**

- A. Invoices.** Provider must furnish City an invoice for services on a monthly basis. The invoice must contain an itemized statement showing the number of hours worked on the project by Provider and the specific Work or portions of the Work performed.
- B. Reimbursable Expenses.** City's Payment for reimbursable expenses is limited to those reimbursable expenses set forth on Exhibit A, which are actually incurred by Provider and itemized on Provider's invoice for services.
- C. Payment for Services.** City will pay Provider for services invoiced within thirty (30) days of receiving an itemized invoice ("net thirty"), unless City disputes the invoice, in which case City will only pay for those services not in dispute.

**Section 9. Notice to Parties.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by personal delivery, mail, or email.

- A. Notice by Personal Delivery.** Any communication or notice given by personal delivery is effective when actually delivered.
- B. Notice by Mail.** Notice given by mail must be by postage prepaid, to Provider or City at the address, set forth herein, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed is effective five (5) days after mailing.
- C. Notice by Email.** Any communication or notice given by email is effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- D. Party to be Notified.** Unless otherwise notified in writing as set forth above, notices must be given to the Project Managers. If a Party's Project Manager is changed, notification of the change must be promptly made in writing to the other party. If a party receives a communication from the other party not executed by the Project Manager, the party may request clarification by the other party's Project Manager, which must be promptly furnished.

- 1. **City's Project Manager**  
Heidi Stanley, Creative Communications and Marketing Program Manager  
18880 SW Martinazzi Ave., Tualatin, OR 97062  
(503) 691-3016, [hstanley@tualatin.gov](mailto:hstanley@tualatin.gov)
- 2. **Provider's Project Manager**  
Dale Bentlage, Principal  
516 3<sup>rd</sup> Street, Ste. 202, Des Moines, IA 50309  
(515) 246-3030, [daleb@juiceboxint.com](mailto:daleb@juiceboxint.com)

**Section 10. City's Obligations.** In addition to obligations of City described in other parts of the Agreement Documents, City will respond in a timely manner to all properly submitted requests from Provider and cooperate with Provider to promptly review, comment on and approve all proposals and work that comply with the requirements of this Agreement.

**Section 11. Assignment of Agreement.** No assignment of any rights, duties, responsibilities, or interests in the Agreement will be binding on the other party without the written consent of the party sought to be bound. No assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

**Section 12. Successors and Assigns.** The provisions of this Agreement are binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

**Section 13. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties must be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**Section 14. Merger Clause; Waiver.** This Agreement, including all Agreement Documents, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary City approvals have been obtained.

**Section 15. Agreement Construction.** This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by this Agreement, the applicable rules of Agreement construction and evidence will apply.

**Section 16. Ownership of Intellectual Property.**

- A. Original Works.** All Work Product created by Provider pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City. City and Provider agree that such original works of authorship are "work made for hire" of which City is the author and Provider hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Provider will execute such further documents and instruments necessary to fully vest such rights in City.

City shall retain full ownership of the website and all associated graphic design work. City is hereby granted a perpetual, irrevocable right to the source code that powers the website. Should the City engage another contractor, that contractor may use the source code solely for the purpose of providing services related to the City's website. This source code shall not be utilized by the contractor for any other projects.

Furthermore, City grants Provider the right to use images of the Work Product created under this Agreement for Provider's promotional purposes.

- B. Provider Intellectual Property.** All pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other propriety rights of Provider are and will remain the exclusive property of Provider. Notwithstanding the foregoing, Provider hereby grants to City an irrevocable, nonexclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Provider Intellectual Property, and to authorize others to do the same on City's behalf.
- C. Third Party Works.** In the event that Work Product is Third Party Intellectual Property, Provider must secure on the City's behalf and in the City's name, an irrevocable, nonexclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on City's behalf.

**Section 17. Records Maintenance; Access.** Provider must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles, and any other records pertinent to this Agreement in such a manner as to clearly document Provider's performance, for a minimum period of three (3) years from the date of final payment or termination of this Agreement. City may have access to all documents, whether in paper, electronic, or other form, to perform examinations and audits and make excerpts and transcripts.

**Section 18. No Third-Party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement. Provider and the City are the only parties to this Agreement and are intended to be the only entities entitled to exercise and enforce the rights and obligations created by this Agreement.

**Section 19. Nondiscrimination; Compliance with Applicable Law.** Provider agrees that no person shall, on the grounds of race, color, religion, sex, marital status, familial status, domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or veteran status suffer discrimination in the performance of this Agreement. Provider must comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Contractor will not discriminate against minority-owned, women-owned, or emerging small businesses. Contractor must include a provision in each subcontract requiring subcontractors to comply with the requirement of this provision.

**Section 20. Public Contracting Requirements.** Provider must comply with provisions of ORS 279A.110; 279B.220, 279B.225, 279B.230, and 279B.235, which are incorporated by reference herein. City's performance under the Agreement is conditioned upon Provider's compliance.

**Section 21. Certification of Compliance with Tax Laws.** As required by ORS 279B.110(2)(e), Provider represents and warrants that Provider has complied with the tax laws of this state, the City, and applicable political subdivisions of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318, hereafter ("Tax Laws"). Provider further covenants to continue to comply with the Tax Laws during the term of this Agreement and Provider covenants and acknowledges that the failure to comply with the Tax Laws is a default for which City may terminate this Agreement and seek damages.

**Section 22. Registered in Oregon and City of Tualatin.** If Provider is not domiciled in or registered to do business in the State of Oregon, Provider must promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Provider must demonstrate its legal capacity to perform the Work under this Agreement in the State of Oregon prior to entering into this Agreement. Provider must have or acquire a City business license prior to executing this Agreement.

**Section 23. Use of Recycled Products.** Provider shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

**Section 24. Force Majeure.** Neither City nor Provider will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of City or Provider, respectively.

**Section 25. Survival.** All rights and obligations of the parties will cease upon termination or expiration of this Contract, except for the rights and obligations of a party for payment of completed Work, indemnity, dispute resolution, maintenance of insurance, and those provisions, including, but not limited to, provisions concerning property rights and governing laws which, by their nature, must survive termination to accomplish the intent of the parties as expressed in this Contract.

**Section 26. Joint and Several Liability.** In the event Provider includes more than one person or entity, all such persons or entities will be jointly and severally liable for all conditions herein.

**Section 27. Indemnification.** Provider must defend, save, hold harmless, and indemnify the City, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Provider or its officers, employees, subcontractors, or agents under this Agreement.

**Section 28. Insurance.** Provider must provide City with evidence of the following insurance coverage's prior to execution of this Agreement. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon in a form satisfactory to City certifying to the issuance of such insurance, must be furnished to City. All policies must be written on an "occurrence basis." Provider must provide for not less than 30 days' written notice to City before they may be revised, non-renewed, canceled, or coverage reduced. If the policy lapses during performance, City may treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Provider to proceed with work; pay an insurance carrier (either Provider's or a substitute) the premium amount and withhold the amount from payment to Provider; and use any other remedy provided by this Agreement or by law.

- A. General Liability.** Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any act or omission of Provider or of any of its employers, agents, or subcontractors, with \$500,000 per occurrence and in the aggregate.
- B. Professional Liability.** Professional Liability Insurance of \$1,000,000 per occurrence and in the aggregate, including contractual liability coverage. If Contractor proposes using subcontractors, City may require subcontractors to provide professional liability insurance, provided the amount and form of coverage complies with this Section.
- C. Policy Coverage.** Coverage provided by this policy(ies) must be primary and any other insurance carried by City is excess. Provider will be responsible for any deductible amounts payable under all policies of insurance.
- D. Workers Compensation.** Provider, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and must comply with ORS 656.017.

**Section 29. Default; Remedies; Termination.**

- A. Default by Provider.** Provider is in default under this Agreement if Provider commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger

Provider's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or such longer period as City may specify in such notice.

**B. City's Remedies for Provider's Default.** In the event Provider is in default, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity; including, but not limited to:

- (i) Termination of this Agreement;
- (ii) Withholding all monies due for Work and Work Products that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (iii) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (iv) Exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Provider was not in default, then Provider is entitled to the same remedies as if this Agreement was terminated.

**C. Default by City.** City is in default under this Agreement if:

- (i) City fails to pay Provider any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Provider's notice or such longer period as Provider may specify in such notice; or
- (ii) City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within thirty (30) calendar days after Provider's notice or such longer period as Provider may specify in such notice.

**D. Provider's Remedies for City's Default.** In the event City terminates the Agreement, or in the event City is in default and whether or not Provider elects to exercise its right to terminate the Agreement, Provider's sole monetary remedy is (i) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and (ii) with respect to deliverable based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider. In no event will City be liable to Provider for any expenses related to termination of this Agreement or for any anticipated profits. If previous amounts paid to Provider exceed the amount due to Provider under this subsection, Provider must pay immediately any excess to City upon written demand provided.

**E. Termination by City.** At its sole discretion, City may terminate this Agreement:

- (i) For any reason upon thirty (30) days' prior written notice by City to Provider;
- (ii) Immediately upon written notice if City fails to receive funding or expenditure authority at levels sufficient to pay for the Work or Work Products; or
- (iii) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this Agreement is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.
- (iv) City may terminate this Agreement immediately upon written notice by City to Provider if Provider is in default of this Agreement.

**F. Termination by Provider.** Provider may terminate this Agreement with such written notice to City upon the occurrence of the following events.

- (i) City is in default because City fails to pay Provider any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Provider's notice of the failure to pay or such longer period as Provider may specify in such notice; or
- (ii) City is in default because City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and City fails to cure such failure within thirty (30) calendar days after Provider's notice or such longer period as Provider may specify in such notice.

- G. Return of Property upon Termination.** Upon termination of this Agreement for any reason whatsoever, Provider must immediately deliver to City all of City's property (including without limitation any Work or Work Products for which City has made payment in whole or in part) that is in the possession or under the control of Provider in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Provider must immediately cease all activities under this Agreement, unless City expressly directs otherwise in such notice of termination. Upon City's request, Provider must surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.
- H. City's Remedies Cumulative.** In the event of termination, in addition to the remedies provided herein, City shall have any remedy available to it in law or equity. City shall also have such remedies as are available to it in law or equity for Provider's breach without the requirement that City first terminate this Agreement.

### **Section 30. Dispute Resolution.**

- A. Process.** If Provider disagrees with a decision of the City under this Agreement, Provider must provide written notice to the City's Project Manager of Provider's disagreement, and include all relevant information and exhibits, within thirty (30) days of Provider's knowledge of the decision to which Provider disagrees. The City's Project manager will review the information and meet with Provider to attempt to come to resolution on the dispute and process any necessary Change Order. If City and Provider are unable to come to resolution, the City's Project Manager will issue a written decision outlining the City's reasons to decline Provider's request regarding the dispute.
- B. Complaint.** Any claim that cannot be resolved between the parties as set forth shall be initiated by filing a complaint in the appropriate court as provided in this Agreement. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to mediation. If the parties cannot agree on a mediator, the Presiding Judge for Washington County will select the mediator. Only if the dispute cannot be resolved by mediation, will the parties proceed to litigate the claim in court.

**Section 31. Attorney Fees.** If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce any rights herein or otherwise pursue, defend or litigate issues related to this Agreement, each party will be liable for their own attorneys' fee and costs, including those on appeal. The parties each agree and hereby waive any right to attorney fees granted by statute or rule that conflicts with this provision.

**Section 32. Confidentiality and Protection of Personal Information.** Provider acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public under Oregon's Public Records Laws, the Oregon Consumer Identity Theft Protection Act, ORS 646A.600- 646A.628, or other state or Federal statutes. Provider agrees to hold such information in strictest confidence and not to make use of such information for any purpose other than the performance of this Agreement, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law.

The City acknowledges that Liquid Web's SOC 1, SOC 2 and SOC 3 reports, all dated July 11, 2023, are proprietary and confidential and the City shall not disclose them unless required to by a legal authority.

**Section 33. Execution of Agreement; Electronic Signature.** This Agreement may be executed in one or more counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original. A signature of a party provided by email, "pdf," or other electronic data file constitutes an original signature of that party.

**Section 34. Governing Law; Venue; Consent to Jurisdiction.** This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon without regard to principles of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Provider that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event will this Section be construed as a waiver of any form of defense or immunity from any Claim or from the jurisdiction of any court. Provider, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**Section 35. Authority to Bind.** City and Provider each represent and warrant that the individual(s) executing this Agreement have taken all steps necessary to secure full authority to bind the City and Provider, respectively, for the acts, expenditures, and obligations contemplated in this Agreement to be performed by each of them.

**PROVIDER, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT PROVIDER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

APPROVED AND ENTERED ON \_\_\_\_\_.

\_\_\_\_\_  
Largefoot, LLC dba Juicebox  
By:

\_\_\_\_\_  
City of Tualatin  
By: Sherilyn Lombos  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider's Federal ID Number

DRAFT

## **EXHIBIT A STATEMENT OF WORK**

Provider shall perform website redesign and hosting services in accordance with the City's Request for Proposals dated March 13, 2024 (Exhibit B) and Provider's Technical Proposal dated June 11, 2024 (Exhibit C).

Provider agrees to perform the services outlined in this Statement of Work for a total not-to-exceed cost of \$114,385. Invoicing shall be conducted on a monthly basis, with payments based on the percentage of work completed each month.

At the City's request, Provider shall perform the optional services listed on Page 48 of its proposal (Exhibit C) and shall honor the prices listed therein for up to 12 months after the site launch. Any optional work shall not commence without a written amendment signed by both parties authorizing the additional work. If the City wishes to pursue any optional services after 12 months from the site launch, the City and the Provider shall negotiate new terms and compensation for such work.

Provider shall deliver hosting at a service and security level that aligns with Pages 43-45 of its Proposal (Exhibit C) and with Liquid Web's SOC 1, SOC 2, and SOC 3 certifications, all dated July 11, 2023, which are incorporated herein by reference.

Provider commits to prompt support response times. Emails received in the morning will generally be addressed by the afternoon of the same day. Emails received in the afternoon will generally be addressed by the following morning.

After the site launch, City will have multiple methods to request support, including:

1. Submitting an online request form;
2. Sending an email;
3. Making a phone call; and
4. Sending a text message.

Support requests submitted via these methods will be directed to Provider's support team, including the designated project manager. Provider offers 24/7 support for emergency issues.

For non-emergency support requests, the following response times shall apply:

- Requests requiring 0 to 2 hours of work will be completed within two business days.
- Requests requiring 2 to 6 hours of work will be completed within five business days.
- Requests requiring 6 to 8 hours of work will be completed within eight business days.

Provider shall use its best efforts to adhere to the timeline outlined on Page 20 of its Proposal (Exhibit C). City will not be entitled to liquidated damages for deviations from this timeline. However, should Provider fail to maintain a reasonable schedule and fail to offer an agreeable solution, this may be deemed a material breach by the City, which will then have the remedies specified in Section 29 of this Agreement available.





*City of Tualatin*

## REQUEST FOR PROPOSALS

*Website Redesign & Hosting*

RFP 2024-01

Proposal Due Date & Time:	April 8, 2024 by 3:00 pm, PST <b>Late proposals will not be accepted or considered</b>
Submit Proposals Via Email To:	City of Tualatin Attn: Contracts & Procurement Richard Contreras <a href="mailto:rcontreras@tualatin.gov">rcontreras@tualatin.gov</a>
Direct Questions To:	Richard Contreras Contracts & Procurement Analyst Email: <a href="mailto:rcontreras@tualatin.gov">rcontreras@tualatin.gov</a> Phone: (503) 691-3080
Pre-Qualification:	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required
<b>Optional</b> Pre-Proposal Meeting:	Monday, March 25, 2024, at 10:00 AM PST <a href="#">Click here to join at the meeting time</a>

## EXHIBIT B

### TABLE OF CONTENTS

<b>OVERVIEW</b>		<b>3</b>
Introduction		3
Anticipated RFP Schedule		3
<b>SECTION 1:</b>	<b>STATEMENT OF PROJECT</b>	<b>8</b>
1.1	Project Background	8
1.2	Scope of Services	8
1.3	Term of Service	12
<b>SECTION 2:</b>	<b>PROPOSAL REQUIREMENTS</b>	<b>13</b>
2.1	Proposal Content	13
<b>SECTION 3:</b>	<b>EVALUATION &amp; SCORING</b>	<b>16</b>
3.1	Evaluation and Scoring	16
3.2	Preference for Oregon Goods and Services	16
<b>EXHIBIT A:</b>	<b>Oregon Statutory (ORS) Certification</b>	<b>17</b>
<b>EXHIBIT B:</b>	<b>Sample Personal Services Agreement</b>	<b>18</b>

## EXHIBIT B

# CITY OF TUALATIN REQUEST FOR PROPOSALS

### Introduction

The City of Tualatin (“City”) invites consultants to submit proposals to redesign and host the City’s website (found at <https://www.tualatinoregon.gov>). The awarded consultant shall create a fully functional website, offer training to key staff, and provide hosting and ongoing support in a webmaster capacity. A detailed description of the required services is available in Section 1 of the Request for Proposals (RFP), starting on Page 8.

Minority, Women, and Emerging Small Businesses (“MWESB”) are encouraged to respond. When subcontracting, all proposers are encouraged to consider MWESBs. Businesses or individuals will not be discriminated against on the grounds of race, color or national origin, in the awarding of a contract or contracts resulting from this RFP.

### Point of Contact

Members of the evaluation committee or the City Council may not be contacted or solicited by any firm intending to submit a proposal. The sole point of contact for the City for all process and contract questions as well as protests is:

City of Tualatin  
Richard Contreras, Contracts & Procurement Analyst  
18880 SW Martinazzi Avenue  
Tualatin OR 97062  
Phone: (503) 691-3080  
E-mail: [rcontreras@tualatin.gov](mailto:rcontreras@tualatin.gov)

### Anticipated RFP Schedule

The City anticipates the following general timeline for this RFP. The City reserves the right to modify this timeline at the City’s discretion.

Issuance of RFP documents: March 13, 2024  
Deadline for Protests of RFP Contents: March 20, 2024  
Optional Pre-Proposal Meeting: March 25, 2024 at 10:00 AM PST  
Deadline for Questions / Clarifications: April 1, 2024  
Deadline for Proposal Submission: April 8, 2024 at 3:00 PM PST  
Notice of Intent to Award: Late May 2024 (estimated)  
Commencement of Contract: June 1, 2024 (estimated)

### Submission Date and Method

Each proposer shall provide one (1) electronic copy of their complete proposal via email to [rcontreras@tualatin.gov](mailto:rcontreras@tualatin.gov) by April 8, 2024, at 3:00 pm PST. Proposals received after the specified date and time will not be given consideration.

To ensure that your proposal is received, please use the following Subject Line when submitting via email:

## EXHIBIT B

RFP 2024-01 Submission By [Name of Proposer]

It is the Proposer's responsibility to ensure that proposals are emailed prior to the stated closing time. **No other method of delivery will be allowed.**

The City will acknowledge, via email, receipt of all submitted proposals. Promptly after the bid submission deadline, the City will post a preliminary list of proposal submitters on its bid management website. If a proposer who submitted their proposal on time does not find their name on the preliminary list of submitters, they must notify the City by email at [rcontreras@tualatin.gov](mailto:rcontreras@tualatin.gov) within seventy-two hours after the bid closing deadline, excluding weekends and holidays. The City will not be responsible for evaluating proposals from any proposers not listed on the preliminary list who failed to contact the City in a timely manner to rectify an omission.

### **Published**

The City published the RFP on March 13, 2024, in the *Daily Journal of Commerce* and on the City website at <http://bids.tualatinoregon.gov> on March 11, 2024.

### **Pre-Proposal Meeting**

A Pre-Proposal Meeting will be held virtually at 10:00 am PST on March 25, 2024, to provide information and respond to questions about the project.

[CLICK ON THIS LINK TO ATTEND THE MICROSOFT TEAMS MEETING](#). Attendance is not required to submit a proposal.

### **Questions and Requests for Clarification**

All solicitation documents can be viewed at the City of Tualatin's online Bid Management System <http://bids.tualatinoregon.gov>. Please contact the Contracts & Procurement Analyst at (503) 691-3080 or [rcontreras@tualatin.gov](mailto:rcontreras@tualatin.gov) with any technical problems viewing solicitation documents.

Any clarifications or revisions will be addressed and issued in addenda via the website and will be posted a minimum of three (3) business days prior to the deadline for submitting proposals; the City must receive requests for changes in writing by the deadline stated in the RFP schedule above.

### **Registration**

Proposers should register with the City of Tualatin's Bid Management System as a plan holder to receive addenda notifications. Viewers are responsible for checking the City web site for the issuance of any addenda prior to submitting a proposal. If the proposer does not register with the City's Bid Management System, the proposer will still be held responsible for all addenda/changes to the documents and may be considered non-responsive if their proposal does not reflect those addenda/changes. Proposal results will also be posted on the City's Bid Management System.

## EXHIBIT B

### **Protests**

Any complaints or perceived inequities related to this RFP shall be in writing and directed to the Point of Contact at the address listed in the RFP. Protests related to the solicitation shall be received no later than March 20, 2024.

Protests of the Award must be made within seven (7) calendar days after the City's issuance of an Intent to Award letter.

For the purposes of this RFP, working days / business days will be defined as Monday through Friday excluding City recognized holidays.

### **Rejection of Proposals**

The City of Tualatin may reject any proposal not in compliance with all prescribed public proposal procedures and requirements, and may reject any or all proposals in accordance with ORS 279B.100.

No proposal will be considered complete unless fully completed in the manner required by this RFP document. No proposal will be accepted after the stated due date and time.

### **Modification / Withdrawal**

Unless otherwise specified, modification of the Proposal will not be permitted; however, a proposer may withdraw their Proposal at any time prior to the scheduled closing time for receipt of Proposals; any proposer may withdraw their Proposal, either personally or by written request to the Point of Contact. Withdrawal of Proposal shall not disqualify the proposer from submitting another Proposal provided the time for receipt of Proposals has not expired.

### **Cancellation**

Per ORS 279B.100, the City of Tualatin reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City of Tualatin's best interest. In no event shall the City of Tualatin have any liability for the cancellation of award.

### **Duration of Proposals**

Unless otherwise specified, proposals must remain valid for at least 120 days. Proposals must be signed by an official authorized to bind the proposer.

### **Availability of Proposals**

The City will not conduct a public proposal opening. Proposers shall not be open to public inspection until after the City's issuance of an Intent to Award Letter.

### **Public Record**

All proposals submitted are the property of the City of Tualatin and are public records. All documents received by the City are subject to public disclosure after the City selects a Consultant. Information deemed by the proposer as exempt under Oregon's public records law should be clearly marked by the proposer as "Proprietary". Marked pages

## EXHIBIT B

should be placed in a group separate from the remainder of the proposal. The City will make an independent determination regarding exemptions applicable to information that has been properly marked and segregated.

Proposers are cautioned that pricing and cost information generally is not considered a trade secret under Oregon Public Records Law and identifying the submission, in whole, as exempt from disclosure is not acceptable.

### **Incurring Costs**

The City of Tualatin is not liable for any cost incurred by Consultants prior to issuance of a Contract.

### **Terms and Conditions**

All proposers are required to comply with the provisions of Oregon Revised Statutes and the City of Tualatin Municipal Code.

The City of Tualatin reserves the right to:

1. Seek clarifications of each proposal.
2. Reject any or all proposals not in compliance with public bidding procedures.
3. Postpone award of the contract for a period not to exceed 120 days from the date of proposal opening.
4. Waive informalities or technical irregularities in the proposals.
5. Select the proposal which appears to be in the best interest of the City.
6. Negotiate with the highest-ranking proposer to obtain agreement on:
  - Consultant's performance obligations and performance schedule
  - Compensation to the Consultant for services outlined in the Scope of Work

The City reserves the right to issue a Notice of Intent to Negotiate, disclosing only the ranking of consultants. Following the City's agreement on contract terms, a Notice of Intent to Award will be published, including a summary of evaluation scoring, at least seven (7) calendar days before the execution of the Agreement.

If negotiations with the highest-ranking proposer fail to proceed to agreement on Contract terms, the Evaluation Committee will formally terminate negotiations with that candidate, and begin negotiations with the second highest scoring Consultant.

Any proposed modifications to the Personal Services Agreement must be submitted as

## EXHIBIT B

part of the Proposal.

### **Proposer Certifications**

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. Proposer has carefully examined all RFP documents, including all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith.
2. Proposer is familiar with the conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Personal Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Personal Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Personal Services Agreement not stated at the time of proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change or the entire Proposal and the City may elect to award to the next highest ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
6. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
7. Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.

### **Contract Requirements**

The successful consultant will complete a standard City contract in the form of a Personal Services Agreement, see example in Exhibit B. Proposers must also provide a suggested template for a Service Level Agreement covering the hosting and continuous support components of the project (see Section 2.1.I for more details on this

## EXHIBIT B

requirement). The Personal Services Agreement will take precedence over any conflicting terms in the Service Level Agreement.

### SECTION 1: STATEMENT OF PROJECT

#### **1.1 Project Background**

The City of Tualatin is redesigning its existing public-facing website (hosted at <https://www.tualatinoregon.gov>) to offer an accessible, easy-to-navigate, community-centered experience. The awarded contractor should be familiar with local government operations and equipped with the skills to create a dynamic city website. The awarded contractor will engage in scoping the project comprehensively, handling content management/migration, offering insights, and facilitating informed decision-making.

The chosen Proposer must create an ADA-compliant website, prioritizing easy navigation. The platform should incorporate a user-friendly content management system utilizing page templates, enabling city staff to generate and publish content effortlessly while adhering to high design standards and branding guidelines.

The new website must have a responsive design adaptable across devices, ensuring easy maintenance without necessitating HTML expertise. The City does not have an in-house developer and proposers should craft their proposals with this consideration in mind. The City has designated a project manager to oversee project coordination, supported by a multidisciplinary team from various departments, to ensure comprehensive project assistance throughout the duration of the project. Additionally, the City requires secure, cloud-based hosting services and ongoing consultant support.

#### **1.2 Scope of Services**

The following will serve as a guide as the City has the right to include or not include any of these services to develop the project:

- **Project Management**
  - Develop a project schedule that indicates the manner and frequency of project team meetings and the timeline for deliverables
  - Designate a single point-of-contact who will work directly with City staff, ensuring clear and consistent communication throughout the project
- **Initial Analysis of the Existing City Website**
  - Collect relevant website data, documents, and other needed information
  - Conduct an assessment of the current website, identifying areas for enhancement in the upcoming website
  - Develop a plan for cleanup, migration, and archiving of data
- **Develop Initial Website Concept**
  - Propose a design consistent with the City of Tualatin's brand identity
    - Modern look and functionality
    - Intuitive navigation to access most content from the home page



## EXHIBIT B

- within 3 clicks
  - Sitemap & Breadcrumbs to be automatically generated and updated
  - Responsive Web Design ensuring full mobile responsiveness, with the site adjusting to the screen size of all viewing devices, including forms, calendars, etc. The new website will work in and support the latest versions of browsers that have been released within the last five years including mobile and desktop versions of Apple Safari, Google Chrome, Microsoft Internet Explorer and Edge, and Mozilla Firefox
- Searching
  - Equipped with a robust functionality akin to a 'Google search bar'
  - Searchable staff directories
- Test page
  - Provide wireframe of homepage and interior page in desktop, tablet mobile sizes (ex: 1920px, 1024px and 768px).
  - Provide a prototype layout home page and interior page for review and approval of design concept in desktop, tablet mobile sizes (ex: 1920px, 1024px and 768px)
  - Solicit and review feedback from various audiences including City staff, the City Council, and the general public at key stages in the process. This could include conducting surveys, interviews, and presenting information
- Hosting
  - Recommend potential hosting services
  - 99.9% uptime and disaster recovery process guaranteed by Service Level Agreement (see Section 2.1.I of this RFP)
  - Ongoing training resources available
  - Separate testing, staging, and production environments
  - Data resides on US-based Tier 3 data centers and is only accessible to US citizens
  - No performance issues due to regular web traffic
  - Website metrics - number of clicks and reporting, click throughs, what platforms users are accessing from, mobile versus computer, etc.
- Content Management System
  - Document Storage - Upload/download capability for files up to 1GB, back-end ability to search within published and unpublished documents
  - Content review process
  - Ongoing and automatic Content Management System updates
  - Bulk management tools
    - Filtering unused media and finding specific media
    - Audits to find dead links, typos, and other errors
    - Bulk un-publish
    - Quality Assurance
    - Confirmation Dialogue Box (“Are Sure you want to publish,” “Do you want to add a Date,” etc...)
  - Tools to organize page

## EXHIBIT B

- Ability to locate duplicate information
- “What You See Is What You Get” (WYSIWYG) Live Editing - Add, edit, and move content directly on the front end of the site without the need to utilize or be trained in writing HTML or CSS code
- Advanced Editor feature, providing users with the option to create custom HTML pages
- Ability to add images and video in a variety of file types
- Browser Based Administration - Update, delete and create content from any device with internet access
- Implement the brand and common design elements with existing brand materials
- Training and support documentation
- Archive center with complete audit history of each page update, with the ability to revert to any previous version of a page.
- Style guide
  - Create a web style guide for use by all website content creators
  - Have guidelines to allow for consistent flow, tone, look, and feel for all areas of the website
- Security
  - Use data encryption and secure web connections
  - Define security by individual user or role-based attributes and limit access based on a role-based access control model
  - API integrations support rotating keys and only grant necessary privileges
  - No multi-user accounts
  - Automated software updates and security patches and high-performance SAN with N+2 reliability
  - DDoS mitigation with DDoS advanced security coverage options
  - Ensure data security and no City data is shared with parties or entities without prior City agreement
  - Ensure city is notified of any compromise of city data by cloud service providers or third parties
- Connectivity
  - Municode Meetings - Allow for the upload and management of existing City Council documents (agendas, packets, minutes, etc.), which are currently found at <https://www.tualatinoregon.gov/meetings>.
  - Municode powered by CivicPlus Codification (currently found at [https://library.municode.com/or/tualatin/codes/city\\_charter\\_and\\_municipal\\_code\\_](https://library.municode.com/or/tualatin/codes/city_charter_and_municipal_code_))
  - eTRAKiT - portal for online permits and land use cases (currently found at <https://permits.ci.tualatin.or.us/eTrakit>)
  - GIS Mapping – Allow access to the City’s interactive maps gallery, currently found at <https://www.tualatinoregon.gov/maps/tualgis-maps-apps>.
  - Volgistics – Volunteer management
  - Future ability to integrate Laserfiche Web Portal
  - Integrate Siteimprove

## EXHIBIT B

- WCCLS Catalogue
- Community Pass
- Xpress Bill Pay
- Future ability to integrate additional 3<sup>rd</sup> party bill pay options
- Crime Stoppers
- City Protect
- NeoGov
- MailChimp
- NexGen
- Features
  - E-Notifications - Electronic subscription to manual and automatic email updates
  - News & Announcements - Post news releases or updates dynamically to relevant pages based on category
  - Calendar for meetings, events, and programs.
  - Sharing capability for social media accounts, including social feed
  - Frequently Asked Questions - Ability to categorize by department or page
  - Ability to integrate AI powered search bar
  - Fillable forms
    - Handle fillable forms completely through the site
    - Display, submission, and backend routing of fillable forms to the correct user group, department, email, or other end user
- Bid Posting
  - Allow for easy posting of procurement solicitations and for potential bidders to register and receive notifications when solicitations are updated. The City's bids are currently found at <https://bids.tualatinoregon.gov>, and we wish to consolidate this within the new website.

### Custom Projects Page

The City posts a list of active projects at <https://www.tualatinoregon.gov/projects>

A new Project Page will need to be built to address updated needs/priorities.

Preferred functionality to include the following, but not limited to:

- Standard template for content managers that allows document uploads and some customization by project
- Allow users to filter project list by several variables including project status and type.
- Allow users the ability to sign up to receive updates on specific projects and a regular summary of updates on all projects.
- Modern map-based visual so users can see where projects are physically located, if relevant. Ideally, icons will aggregate when map is zoomed out.
- Create a system for archiving completed projects.

## EXHIBIT B

- Accessibility
  - Best-in-Class Multilingual Translation Integration
  - ADA accessibility with automated remediation and accommodation processes allowing a WCAG 2.2 or higher certification. UserWay.org or similar solution
  - Printable Pages - Print-friendly function
- Finished Website
  - Testing
    - Provide for a testing environment prior to go-live for city users
    - Facilitate meetings with departmental representatives to ensure that the website is sufficient and ready
  - Training
    - The City expects the vendor to provide in-depth, professional training services which will educate key City staff on functionality, features, processes, and best practices. After training sessions, City's key staff (approximately 20 to 40 employees) should be confidently prepared to maintain the new website after launch.
  - Go-live
    - Provide support through the go-live period
  - Project wrap up
- Webmaster Services
  - Technical Support – The vendor shall provide U.S.-based, live technical support, including emergency support after business hours based on agreed SLA (Service Level Agreement). Technical support shall be available through multiple communication channels, including phone, email, and chat. Self-service training (video tutorials, documents, or webpages) shall be available for City staff to access at any time.
  - Maintenance – The vendor shall continually work to enhance and update the systems. This should include, at a minimum, development, testing, backups, and regularly scheduled fixes, patches, and other enhancements

### 1.3 Term of Service

The agreement resulting from this RFP will commence on or about June 1, 2024, and be effective for one (1) year. The City will also reserve the right to extend the term of the contract for four (4) additional one-year periods. The City will negotiate the extended years separately as to price and work performed.

## SECTION 2: PROPOSAL REQUIREMENTS

### **2.1 Proposal Content**

Proposals are to include, but not necessarily be limited to, the content listed below. Concise proposals without needless duplication are encouraged.

#### **Proposer Requirements**

Any consultant submitting a proposal must be registered with the Oregon Secretary of State to perform business in the State of Oregon.

#### **A. Cover Letter**

Include a cover letter expressing interest in the project. Include full name of Consultant, RFP contact person, email address, mailing address, and telephone number. A statement in the cover letter shall specifically stipulate that all terms and conditions contained in the RFP are accepted by the Consultant. The letter must be signed by the person(s) authorized to represent the Consultant in any negotiations and sign any Contract which may result.

#### **B. Oregon Statutory Certifications**

Place a signed copy of Oregon Statutory (ORS) Certifications (Exhibit A) immediately behind the cover letter. The City may treat the failure to include this document by the submission deadline as a correctable clerical error.

#### **C. Pricing Proposal**

Provide an hourly fee structure for the services offered, an estimate of the billable hours needed for project completion, and a maximum total project cost, all pertaining to the initial year of the contract.

In addition, submit a fee structure for the annual hosting, maintenance, and customer support during the second year of the contract, incorporating a suggested annual escalator for subsequent years.

Invoicing for the initial year of the contract shall be based on monthly progress payments for actual hours worked, unless negotiated otherwise. In preparing the pricing proposal, note that in-person services are not required and mileage and travel expenditures will not be reimbursable.

#### **D. Qualifications & Experience**

Proposer's narrative must demonstrate its experience and knowledge redesigning websites as described in Section 1 above.

List the experience and qualifications of staff and team who will be overseeing the work. Provide relevant information about the project manager and key team members that demonstrates their ability to help the City. Describe the availability and commitment of the project manager and key staff throughout the duration of the project.

## EXHIBIT B

Provide hyperlinks to and project descriptions for three (3) recent websites similar in nature to the proposed project, including completion dates, measures that indicate quality and successful project completion, and a client reference name, email address, and phone number. Indicate the involvement of proposed key staff on those or similar projects. Provide any additional information you believe may be beneficial to the City for this project.

### **E. Work Proposal**

Provide a statement of project understanding, including project objectives, issues to be addressed and potential complications or conflicts. Identify the most significant issues that could affect the project's success and describe your process for mitigating issues.

Describe the proposed approach to performing the work to accomplish the proposed project objectives and tasks listed in the scope of work. Describe how the approach will benefit the City and the implementation of this project. The tasks serve as a general guide for the work and other tasks or methods may be included.

Provide a proposed timeline for the project, with the following milestones listed in terms of weeks from the time a Notice to Proceed is issued:

- Implementation Plan
- Testing
- Training
- Go-Live
- Length of Burn-In Period where issues within original scope are fixed at no charge.

Describe your internal procedures and/or policies associated or related to work quality and cost control.

### **F. Communication and Availability**

Describe your Project Manager's approach to communicating with the City and leading the project. Describe their ability to establish and maintain functional and productive working relationships including their accessibility for interacting with the City of Tualatin's staff and any other tools needed for the project's success. Describe your approach to managing change and address conflicts that may arise during the project, such as scope change, budget changes, external influences, etc.

### **G. References**

The City will check the references provided for the three (3) recent projects required in Section D above and shall award points based on responses received.

### **H. W-9**

Please include a copy of your firm's W-9. The City may treat the failure to include this document by the submission deadline as a correctable clerical error.

## EXHIBIT B

### I. Proposed Service Level Agreement

The awarded proposer shall enter into a Personal Services Agreement in the form of Exhibit B, which will cover the general terms and conditions of the agreement. In addition, consultants must submit a proposed Service Level Agreement addressing web hosting and maintenance with their proposals. The City will evaluate proposed Service Level Agreements and award points in terms of their alignment with the city's needs, objectives, and overall advantages.

Proposed Service Level Agreements shall, at minimum, address the following topics:

- 1) Amount of website uptime (99.9% minimum required)
- 2) Location of data and backup hosting (United States based required)
- 3) Redundancy level of data storage (for example, N+1)
- 4) Frequency of Complete Backups
- 5) Multi-Tenant or Single-Tenant Architecture
- 6) The minimum recommended bandwidth for optimal website performance
- 7) The amount of guaranteed data transfer per month
- 8) A description of the procedures and consultant's responsibilities in the event of a data breach
- 9) A framework for Incident Responses, a sample framework is offered below:

Level of Incident	Definition	Response Time	Resolution Time
Red (Critical)	Complete or partial shutdown of one or more software functions	Within one (1) hour of initial notification during business hours	6 hours
Yellow (Non-Critical)	Minor subsystem failure Data entry or access impaired on a limited basis	Within four (4) hour of initial notification during business hours	24 hours
Green (Non-Essential)	System operational with minor issues	Within two (2) business days of initial notification	20 calendar days

### J. Writing Style, Completeness and Clarity of Documentation

Present information in a clear, complete and concise manner, provide effective writing skills for presenting information, have experience in preparing complex written technical reports and other narrative documents, communicate effectively with both technical and non-technical City representatives and follow directions.

#### ATTENTION:

- Sections A, D, E and F total shall be limited to a total of 15 pages of text.
- 8.5 X 11 pages count as 1 page.
- Two sided pages counts as two pages.
- Each side of 11 X 17 pages count as two pages.
- The limitation does not apply to covers or dividers.

## EXHIBIT B

### SECTION 3: EVALUATION & SCORING

#### 3.1 Evaluation and Scoring

The evaluation will be based on the technical and administrative capabilities in relation to the needs of the project/task. The Evaluation Committee may hold interviews for this procurement with the highest-ranked proposers, and reserves the right to award a contract without conducting interviews. In the event the City conducts interviews, it shall notify all Proposers in writing, stating which Proposers will be invited to interview.

The number of interviews held and whether to hold interviews will be at the discretion of the Evaluation Committee. If held, the date, time and location of the Interview(s) will be included with the notice to those Proposers selected for interview.

The Evaluation Committee, after review of the proposals and/or Interviews may request clarifications on information submitted by any and all Proposers in a written format, with a specified deadline for response. The City reserves the right to select the proposal which appears to be in the best interest of the City.

I.	Price Proposal:	50 points
II.	Technical Proposal:	100 points (consisting of the following categories)
	Cover Letter	Pass/Fail
	Oregon Statutory Certifications	Pass/Fail
	W-9	Pass/Fail
	Qualifications & Experience	30 points
	Work Proposal	30 points
	Communication/Availability	20 points
	References	10 points
	Service Level Agreement	10 points
III.	Interviews (if held):	50 points
	<b>Total Possible Points</b>	<b>200 points</b>

#### 3.2 Preference for Oregon Goods and Services

Per ORS 279A.120(2), the City shall:

- a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
- b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.





DRAFT

# City of Tualatin

WEBSITE PROPOSAL

EXHIBIT C

EXHIBIT A

**Oregon Statutory (ORS) Certification  
(Sign and include with proposal)**

**We Hereby Certify** to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. **We Certify** also that we shall comply with the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub L No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. **We Certify** also to nondiscrimination against any minority, women or emerging small business enterprises in obtaining any required subcontracts.

**We Hereby Certify**, in the performance of any contract issued from any proposal related to these documents, we will in all respects adhere to the City of Tualatin's policy of non-discrimination.

**We Hereby Certify** that this proposal has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

**We Hereby Certify** that we will and that our subcontractors will, acknowledging that our employers will be subject employers under the Oregon Workers' Compensation Law, comply with ORS 656.017, which requires contractors to provide all workers with compensation coverage.

**We Hereby Certify** that we accept all the terms and conditions contained herein and in the event of a forthcoming contract containing these same terms and conditions we would agree without exception. Any exception to these contract terms and conditions must be made before the proposal deadline.

**We Hereby Certify** that we  ARE  ARE NOT a "Resident Bidder" as defined by ORS 279A.120. As defined in ORS 279A.120, "Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "Resident Bidder".

Consultant   
(Authorized Official)

Date 4-8-24

**Exceptions** to the above Certifications. The Consultant will cross out those items they cannot certify to and then list the reasons for the exception (use additional pages if necessary).

# Let's get acquainted

We are thrilled to present a proposal to the City of Tualatin for the creation of a cutting-edge, state-of-the-art website.

Your RFP was thorough and we appreciate your attention to detail in giving us an overview of your objectives and the scope of work for the project. Without a doubt, you've identified what needs to be done to make the project successful. We accept all terms and conditions outlined in the RFP and because one of our team calls Portland home, we are registered in the state and will make sure that we've complied with all necessary requirements to work in the state before any work is performed on your new website.

We're excited to introduce ourselves to you and give you a feel for our capabilities, experience and methodology. Our team is comprised of industry veterans who have an extensive amount of experience working with organizations that are comparable in size to yours with each person on our team averaging over twelve years of website and branding work experience.

As a firm, we're passionate about creating great design and known for coupling that with sophisticated technology that is easy to use. We don't do template design work. Everything is custom and each design is refined until it is pixel perfect. Our efforts have been recognized on a national level, recently winning a HOW Interactive award, one of the most prestigious interactive awards.

If you select us to work with you, you can expect to be elated (see house rule #4). We invite you to contact any of our customers to see how much they enjoy working with us. We would be delighted to work with you on the project.

Looking toward a great future together,



Dale Bentlage  
Chief Strategist



516 3rd Street, Suite 202  
Des Moines, IA 50309

Direct: (515) 246-3030  
Office: (515) 244-6633

daleb@juiceboxint.com  
juiceboxinteractive.com

# A refreshing burst of energy

You've got a lot you want to accomplish in a short period of time. We bring a fresh perspective and the right talent to make your project a gushing success.

## Project Objectives

- Make a big splash with your new website, tie it to your brand and style guide and have it equate the quality work you're doing to make the City of Tualatin a terrific place to live.
- Move the needle; an important part of this project is about creating deeper engagement and helping your citizens feel informed and engaged.
- Create a website that includes useful information for a variety of audiences that's intuitive so people of all ages, education levels and languages feel comfortable using it to find what they're seeking.
- Make the website friendly for people visiting with different devices, drastically improving the experience for phone and tablet users by implementing a responsive design.
- Partner with a firm who shares your values, works with your best interest in mind, who's equally motivated to deliver something remarkable.
- Use WordPress, an open source content management platform that prevents you from being locked in to a specific vendor.
- Make it easy for you to update content and update the code on your website without having to pay us to do it for you.

## Why Us?

**You'll be elated when we're done.** We guarantee it. We provide unlimited design revisions for our work at no extra cost—whether it's one round or ten. We keep working until you're thrilled with the outcome.

**We've done this before.** Many times. The people on our team have been recognized both locally and nationally for producing award-winning work.

**We eliminate all possible risk.** We do this several ways you'll read about in our proposal. If you're ever unsatisfied at any time, you can walk away—no questions asked.

**We do a better job understanding you.** We ask more questions than anyone else. Our team-oriented approach ensures that we'll create the right strategy, design, message and functionality.

**We understand government + community organizations.** We've worked with 60+ government-related organizations, such as museums, city and county economic development authorities, public-private partnerships working on community development projects, shopping districts and a variety of other public-sector groups creating successful branding initiatives, websites and marketing campaigns.

# What's inside the box?

Get the juicy details on our background and success.



Our team averages **12 years of experience** and has worked with **300+ clients**.



We host **2,000+ sites** which receive **7+ million views** per month. Our 2019 uptime was **99.999989%**.



People like working here; **80% of our team** joined us after being referred by an employee or client.



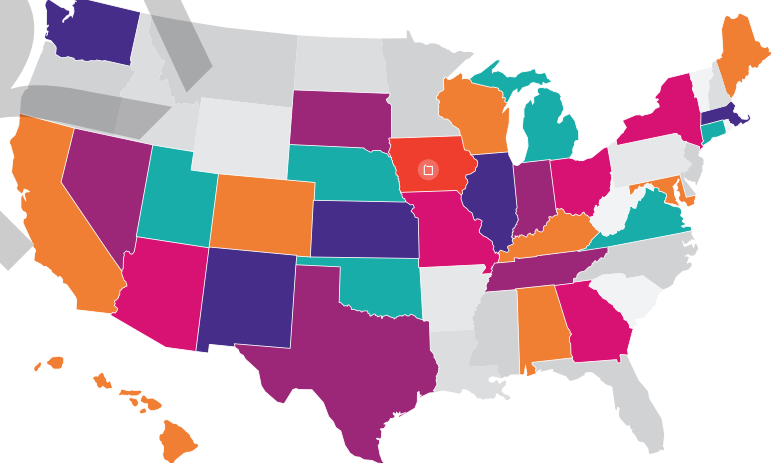
Our work has earned **50+ awards**, including **3 national** and **4 regional awards**.

## OUR EXPERTISE

- Websites
- Branding
- Animations
- Messaging + strategy
- Marketing campaigns
- Mobile apps
- Website accessibility
- Social media

## TALENT GUIDED BY VALUES

Founded in 2013, we are headquartered in Des Moines, Iowa. One-third of our team works in Des Moines, while everyone else works remotely. Privately held, employee-owned, with no debt, we've grown 1,000%+ in the past nine years while serving served 300+ clients in 31 states.



## OUR APPROACH

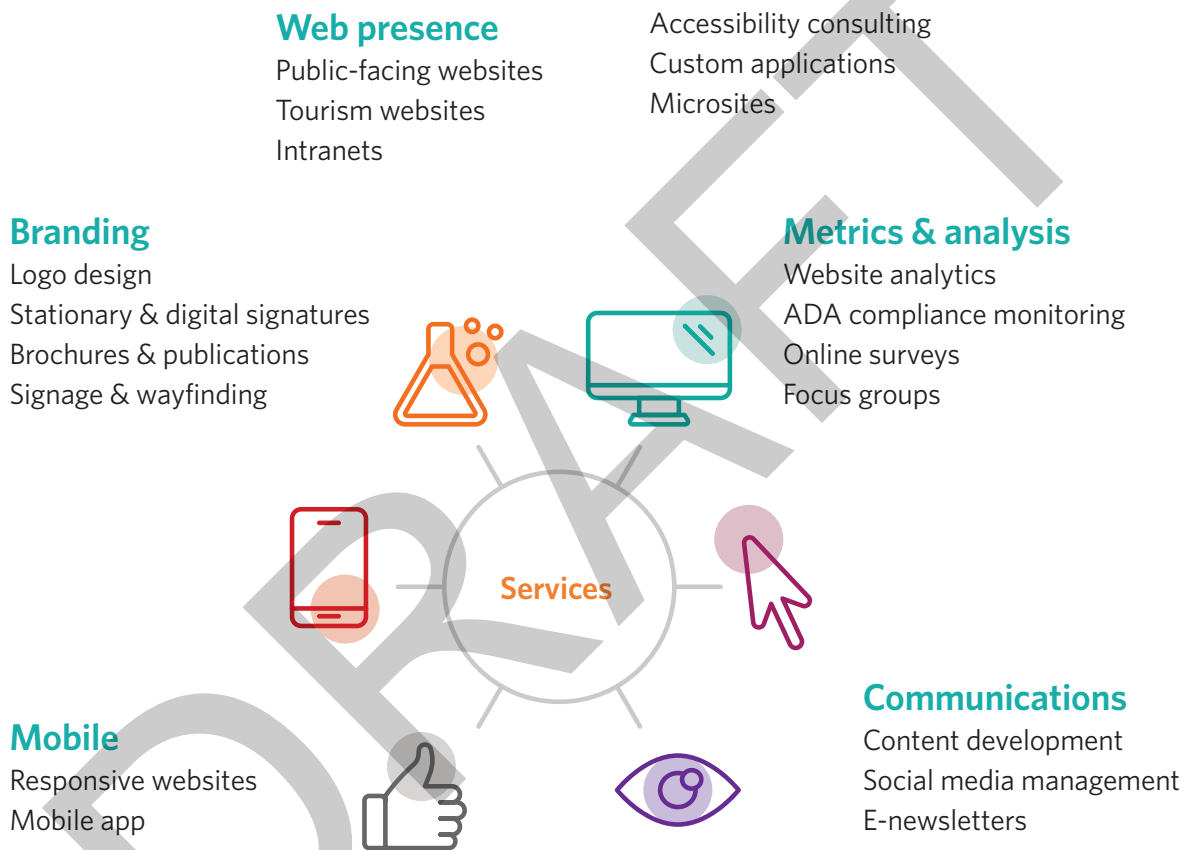
We keep our creativity sharp by working with clients of different sizes, industries and needs. The size and scope of our projects vary widely, yet we always strive to deliver a remarkable and successful experience for our clients.

# House Rules

- 1 **Help clients outsmart, not outspend**  
Our job is to help clients outsmart their competition. If we outsmart them, it's not necessary to outspend them. No one should get more bang for the buck than our clients.
- 2 **Eliminate risk of cost overruns**  
Creative work is subjective by nature. Keep working at it until the client loves it and don't charge for revisions. Help clients stick to their budgets.
- 3 **Get people talking about our clients**  
Create work that gives people something irresistible to talk about. In a good way.
- 4 **Aim for elation**  
Satisfied clients are one thing, but elated clients are our goal. Serve clients tirelessly and unselfishly. Make them want to thank us profusely.
- 5 **Be completely transparent**  
Never hand a client an unpleasant surprise. Send no unexpected bills for stock photos, mileage or "studio materials" (whatever those are). Get written approval from clients on all change orders before doing the work and billing for it. Note that pleasant surprises are still allowed, even encouraged.
- 6 **Raise the bar**  
Create work that dares the competition to keep up. Work that sets the standard. Challenge yourself. Expect more of yourself. Deliver excellence every time.
- 7 **Let creative juices flow**  
Don't be afraid to explore, experiment and do something unprecedented. Most importantly, don't be afraid to fail. Learn from failures and avoid them in the future.
- 8 **Tap wisdom and experience of clients**  
Remember that clients are the most insightful people in the room. Learn from them. Ask a lot of questions. Then, ask more.
- 9 **Tackle product, strategy, design—in that order**  
Don't put the cart before the horse. Take the time to assess the client's product or service and devise a strategy before the creative work gets underway.
- 10 **Make it fun**  
Make working with us seriously fun for our clients. Be the highlight of each client's day... no, week... no, year!

# Helping you accomplish great things

We've worked with a variety of government clients across the country, providing a broad mix of services to help them engage and delight the people they serve. Here's a snapshot of the services we can provide your organization:



## WORDS WE LOVE HEARING

"I really enjoyed working with this team on the design of my new college website. Thanks for a great design and always responding quickly."

— Tracy Withrow, Director of Marketing and Public Relations at Richland Community College (Decatur, Illinois)

# Meet the 'boxers

Meet your project team; an artistic, clever, real 1s-and-0s kind of team with a knack for organization. Averaging twelve years of experience, we've got the talent on board to make your project a success. We've worked with over 300 clients and have been called fun and easy to work with. We wholeheartedly seek to understand and deliver on your wildest dreams.

---



## Dale Bentlage

**Chief Strategist + Principal**

Dale has spent 15+ years in the digital marketing space and previously helped grow two digital agencies before co-founding Juicebox. He's advised 300+ clients in a variety of industries on strategy, marketing and business development. He has been a part of projects that have earned regional and national awards, including How Interactive Awards, Webbys, WebAwards, ADDYs, ADAI, and NSPRA.

---



## Karl Lang

**Project manager/marketing strategist**

Meet Karl, a rare and valuable asset in the world of marketing and technology. With a diverse background as both a director of technology and marketing, Karl brings a unique balance of technical expertise and strategic marketing experience to the table. This makes him an invaluable resource for clients looking for creative solutions to their challenges. In addition to his work experience with manufacturing and professional services organizations, Karl loves spending time with family and actively volunteers as a baseball coach.

---



## Kiera McGregor

**Project manager**

Meet Kiera, the project manager who has mastered the art of keeping the show running smoothly. With a background in both theater and mass communication, Kiera is no stranger to handling surprises in stride. As a seasoned actor and stage manager, she knows how to roll with the punches and ensure that everything goes off without a hitch. If you ever find yourself at a dinner theater and spot Kiera and need a little inside scoop on who the killer is - she just might have the clues you need.

---



## EXHIBIT C

---



### Maggie Bland

**Senior Designer**

Maggie is always up for a challenge and eager to learn. She's worked in both print and web worlds and has utilized her talents on a wide array of projects, from brand identities to websites to children's coloring books. Her work has won awards at state and national levels, but her favorite design award so far earned her face a feature in a Nancy Drew video game!

---



### Miranda Finn

**Designer**

Miranda is a skilled designer and illustrator who strives to make every client smile. She has worked on a variety of projects, but her favorite accomplishment is having designed two playing card decks! When she's not creating Miranda enjoys sitting down with a good fantasy novel or reminiscing about her college marching band days.

---



### Andy Burchardt

**Senior Designer**

Meet Andy, a fabulous creative with techie twist! Starting with Mechanical Engineering at the University of Wisconsin-Platteville, he ditched the calc grind for the allure of design. With a unique combination of agency and private sector experience, he's adept at building brands and their digital presence from the ground up and working at a fast pace to keep things on track. Away from Juicebox, catch him geeking out over space or draining threes from deep on the basketball court.

---



### Allie Arnell

**Copywriter**

With a strong journalism background, Allie easily navigates worlds where technology meets communication. She brings five years of print and digital publishing experience, having previously written for an online magazine with two million readers. Allie enjoys writing for companies that are eager to adapt to the digital age.

---

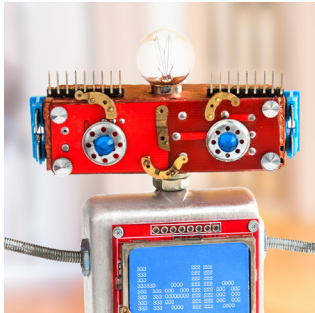
## EXHIBIT C



### Justin Cook

#### Senior Developer

A proud resident of Portland. Justin has nearly two decades of experience tackling many challenges in the public sector and beyond. He's managed +25 projects, including websites, applications and intranets. However, his talents aren't limited to technology. His culinary skills are amazing and he always prepares the perfect meal for any occasion, even grinding his own peanuts to craft the perfect PB&J.



### Brandon Stack

#### Senior Front-end Developer

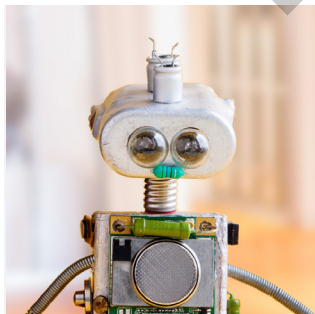
Brandon focuses on creating user experiences that are attractive and usable for all. He brings seven years of development experience with a variety of clients, including Fortune 500 companies. Brandon actively seeks challenging problems to solve for digital mediums. When he's not developing new web experiences, Jonathan enjoys the great outdoors and always looking for that next big catch.



### Greg Hauenstein

#### Senior Developer

Greg's a super-talented creator whose 12+ years of experience touch all phases of the creative process. After studying video production in college, he followed his passion while overseeing video production and photography in Iowa and Colorado for the Obama campaign. At Juicebox, he brings websites to life as a key member of our development team, along with guiding video production and photography.

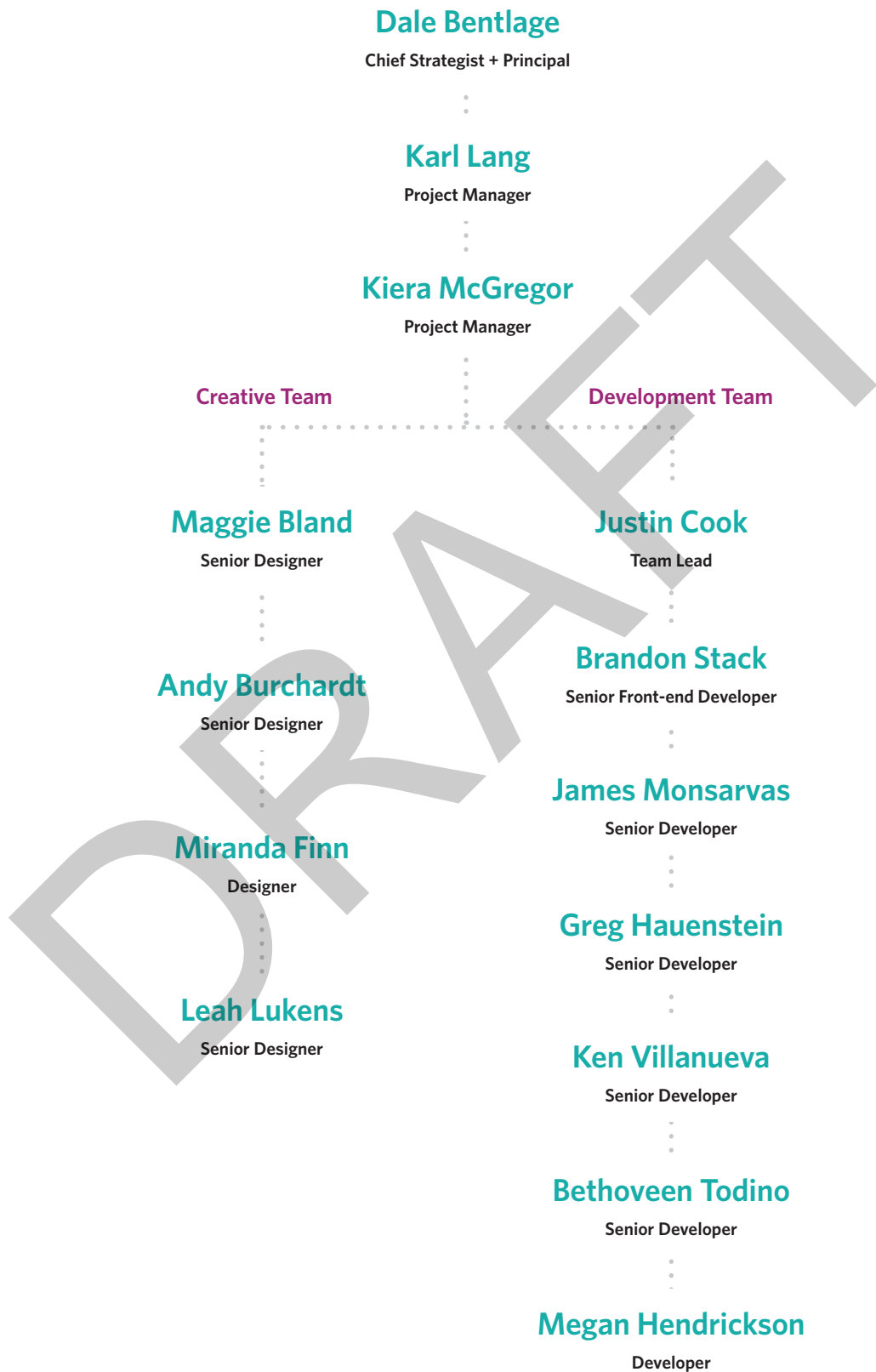


### Ken Villanueva

#### Senior Developer

Ken is a highly talented developer with 11+ years of experience in development. Most of his UX experience is in front-end development and specializing in HTML and CSS. With fantastic knowledge about front-end and back-end development technologies, his approach is balanced in solving the problem.

# Project Team





## Would you marry someone after the first date?

### If we're not thrilling you, tell us to take a hike

The unknown can always be a little scary. You're making a big decision that will impact your organization for a long time — not to mention that you're spending a lot of money. This is an important project. We understand.

But how well can you tell if you're really picking the right company until after you've started working with them? That's how we would feel if our roles were reversed.

We're so confident you'll love us, we do something no one else in our industry does. In fact, no one even comes close. If we start working on your project and we're not cutting the mustard, you can walk away at any time. You can cancel at any time during the planning process and get a full refund. If we're working on the design, you'll only pay for work to outline the project's specifications. If we're past the design phase, we'll give you all of our work and you'll pay only for work that we've completed.

Even further, if you want to do a pay-as-you-go, we'll even bill you each week if you don't want to pay an up-front deposit.

It's total satisfaction. No excuses. If we're that good, we don't need to hide behind a contract — so we don't.

We are that good.





# How we'll work together

## Meet regularly, communicate often

You'll have a dedicated project manager that will serve as your primary contact for the project. In addition, you will also have direct contact with different members of our team when it's important for them to work with you. We'll meet in person, via conference call or via video conference.

During the design phase, we'll send you a link to access all the mockups related to the project. After the development phase, we'll send you a beta version of the website for you to review before launch.

We'll hold a few different types of meetings for your project. Most meetings would take between one and two hours. In the discovery sessions, it's ideal that anyone who would need to approve the design participate in the process. For the other meetings, you may find it easier to have fewer staff members attend. Each of the organizations we have worked with have been unique in how many people are involved and their level of participation, so we've found that it works best to adapt the process to your unique needs. The discovery sessions will be held virtually or at your office.

- Discovery meetings
- Wireframe presentation
- Design presentation
- Design revisions presentation
- Content planning (may be multiple sessions)
- Training

## EXHIBIT C

In addition to these meetings, we can schedule a regular check-in meeting throughout the duration of the project. If additional meetings are required during the project, those are included in the cost of the project. We work until the work is done!

### Change order process

It's possible you might change your mind during the process, adding something or deleting something from the project. You can add something to the project at any time. If you choose to add something, we'll tell you the cost and you will approve the item before we do any work. You may cancel any items at any time and have the cost of the project lowered by the amount of the component that you have cancelled, provided that we haven't done any work on that item. If we have started working on an item, you may still cancel the item at any time and we will bill you only for work completed to that point.

### How we handle conflict resolution

We believe in being transparent. If there are any issues with communication or miscommunication, we want to be made aware of any issues so they can be taken care of. We're all human and everyone makes mistakes. The best way to handle any issue is through great communication. If there's something we've done (or haven't done), please let us know and we'll correct that issue and make sure we move beyond that. If you ever experience any issue with any member of our team (e.g., project manager, design, developer), please feel free to reach out to Dale Bentlage at any time for his help to resolve the issue. One thing you'll find that's different about Juicebox is that we're very genuine, collaborative and understand how essential working together is to create something amazing!



# Timeline

## Phase 1: Discovery

**3-6 weeks**

- Discovery sessions

## Phase 2: Planning & Strategy

**2-3 weeks**

- Content planning
- Wireframe presentation
- Sitemap finalization
- Detail specifications
- Content management permissions planning

## Phase 3: Design

**6-8 weeks**

- Design presentation

## Phase 4: Development

**10-12 weeks**

- Beta site setup
- Development of website front end
- Development of custom modules and plugins
- Code review and testing

## Phase 5: Training

**2 days**

- Quality assurance testing
- Beta testing
- Training

## Phase 6: Content Migration

**3-4 weeks**

- Content migration
- Image selection and implementation

## Phase 7: Launch

**1 day**

- Final review
- Site launch

# Project planning

## Brand goals

- Understand brand objectives (emotions to create, personality, color palette, fonts, photography, etc.).

## Audiences

- Various target demographics. Create a detailed demographic profile for each type of user and break each group into subsets to identify factors such as age, gender, education, aptitude with technology and information they're after.
- Review current analytics to understand which information is most sought by visitors.

## Content

- Understand what information you need to communicate.
- Identify if we can include content on the website that will reduce the number of inbound calls to your organization and free up more time for busy staff.
- Identify subtle ways can we instill collective pride in your organization, improving the performance of your staff.
- Make it easy for people to find information on the website (site search, intuitive content organization, breadcrumbs).
- Understand needs and support the use of video, audio, photography and integrate with other social media channels.

## Site Administration

- Define which users will be able to edit what parts of the website.
- Make content management easy enough to be managed by someone who is a novice but also not too simplistic for an advanced person.
- Identify collection points and needs for online form submission and management.
- Determine if an approval process is necessary when people make content changes.

## Technology

- Follow current technology and design standards (browser support, W3C standards).
- Have the page load quickly for different types of devices (mobile vs. responsive).
- Use a content management platform that is the best-in-class for websites and supports multiple levels of content administration.

## Site Oversight and Management

- Set up appropriate analytics (Google Analytics and Google Webmaster Tools).
- Assist with developing a sustainable long-term plan to handle ongoing site and content management.



# Design

## **We only do custom design. Unlimited revisions. Absolute peace of mind.**

Most firms who work in the government space will provide you a template that looks generic and their designs typically look the same. That's not how we work. Everything we design is custom-designed and build.

Most firms will give you one mockup and include one round of revisions. If you want to make any changes to the mockup after the first round, you're on the clock and every one of those changes is billable. How does that make you feel? You just got started and already you're going over budget! That's certainly not getting off to a good start.

At Juicebox we aim for elation (see House Rule #4). We do something that no one else in our industry does. We include unlimited design revisions to our work—at no extra charge. If we give you an initial round of mockups and they're not perfect, we tweak them...and we keep tweaking them until they're perfect. Whether it's two or 27 rounds of changes, we work until you're elated.

## **Think UX experience, not just UX design**

Creating remarkable design is one of the most critical things we do. However, great design isn't just about whether it's orange, blue or black, or even how it looks on a monitor or the device you cradle in your hand. It's how you interact with it, the perception it creates and ultimately, the way it makes you feel. It needs to be warm, inviting, comfortable and intuitive. It needs to be one of the best experiences your audience has that day. To pull that off, it's essential to be cognizant of your audience and put them in context; who are they (age, gender, technological aptitude, etc.) and what will resonate with them. Impressions are created in seconds and perceptions last months or even years.

## **Discovery process**

What's the discovery process like? The discovery process is critical to the success of the project. We do an in-depth discovery process to help you identify project goals and understand your brand. We're going to bet that you've probably got a team of people working on this project. Often it can be difficult for a group to reach consensus.

To help align your committee, we do some unique, interesting and fun things to identify your goals, reach consensus and chart the course as a part of the discovery process.

Once we fully understand what you hope to accomplish during the project, we create a variety of sketches for various design concepts. Typically, we would present three different wireframe concepts to you. If you like those wireframe concepts, we'll move forward to design either one or two that feel like the right match for you. If our initial wireframe concepts aren't quite right, we'll tweak them or come up with something entirely new.

# Content management

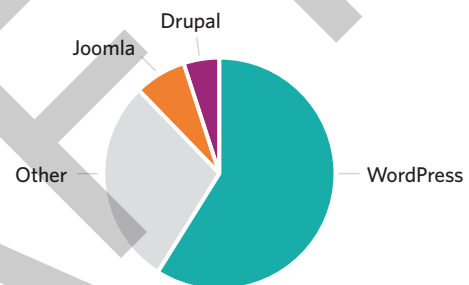
Your website will have a content management system (CMS). That's a tool which allows you to easily change the content on your website without having to be a computer programmer. For your project, we're recommending WordPress as the best fit for your needs. WordPress is an open-source platform, which means anyone can use it. No annual licensing fees. No being held hostage by a vendor that uses a proprietary software platform. WordPress is perfect because it allows you to be in control. If we're ever not thrilling you, you can get rid of us and have another WordPress developer take over support of your website. That keeps us on our toes!

Our people have been using WordPress for more than ten years, using it to build more than 300 websites. There are no annual or ongoing costs to implement security patch upgrades to WordPress. They take place automatically! You can have multiple levels of website administrators, each with different levels of permission to edit and approve website changes.

## Key features of WordPress

- Simple, intuitive user interface
- No software licensing fees
- Advanced multi-site capabilities
- Update content via your browser
- Spell check
- Edit content and images
- Add or delete pages
- Photo cropping
- Search engine optimization (SEO) capabilities
- Permissions system (role and user-based)
- Multiple administrators
- Preview before you go live
- Version control
- Media library
- One click software upgrades
- Content archive
- Edit in WYSIWYG or HTML mode
- Saved version history
- Friendly URLs
- Draft mode for unpublished pages

## CMS Market Share



## Who uses WordPress?

<b>Iowa State University</b>	<b>TechCrunch</b>
<b>The New Yorker</b>	<b>Mashable</b>
<b>Wellmark</b>	<b>Reuters</b>
<b>Sony Music</b>	<b>INTL FCStone</b>
<b>eBay</b>	<b>IBM</b>
<b>Meredith</b>	<b>Bloomberg</b>
<b>CNN</b>	<b>MTV</b>

### DID YOU KNOW?

WordPress sites make up 28% of the internet, running more than 15 million sites.

# EXHIBIT C

## Gutenberg drag-and-drop editor — Customize and publish with ease

### Gutenberg gives you the driver's seat

Gutenberg is a new editor that lets you build a custom page template. The editing experience has been rebuilt for media rich pages and posts and is no longer tied to the one-size-fits-all template model. Experience the flexibility that blocks will bring, whether you are building your first site or write code for a living. Let us show you...

**Drag-and-drop content blocks**  
Blocks are a great new tool for building engaging content. With blocks, you can insert, rearrange and style multimedia content with very little technical knowledge. Instead of using custom code, you can add a block and focus on your content.

**Need to feature a staff contact?**  
Simple! With Gutenberg you can add this custom block to any page of your site. It's the same for FAQs, factoids, you name it—just drag it onto your page!

### Who gets editor permissions?

That's up to you! You can grant all your editors access to build with Gutenberg or only a handful of folks. Even better, for pages that won't need customization, like an events calendar, you can keep those pages intact with the classic editor.

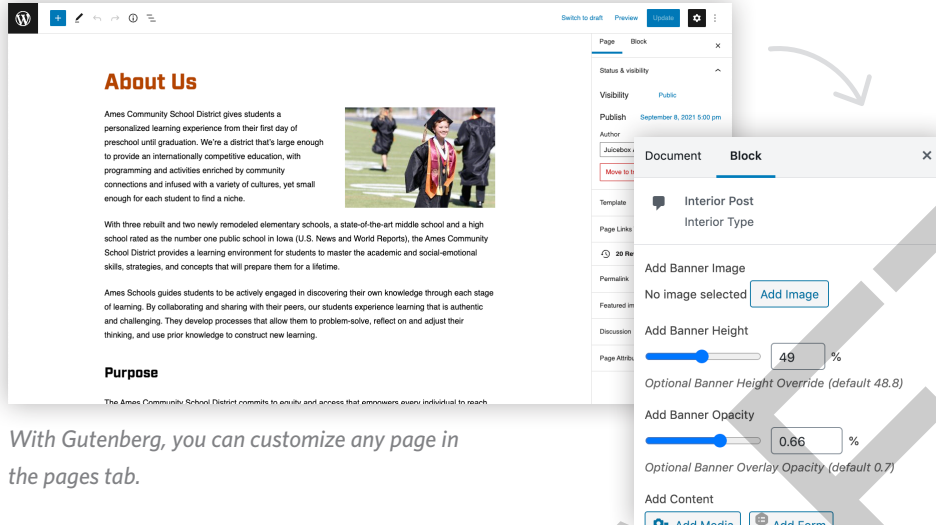
### DID YOU KNOW?

The tool got its name from Johannes Gutenberg who invented movable type with the printing press.

# EXHIBIT C

A look inside — See the difference

## Using Gutenberg



With Gutenberg, you can customize any page in the pages tab.

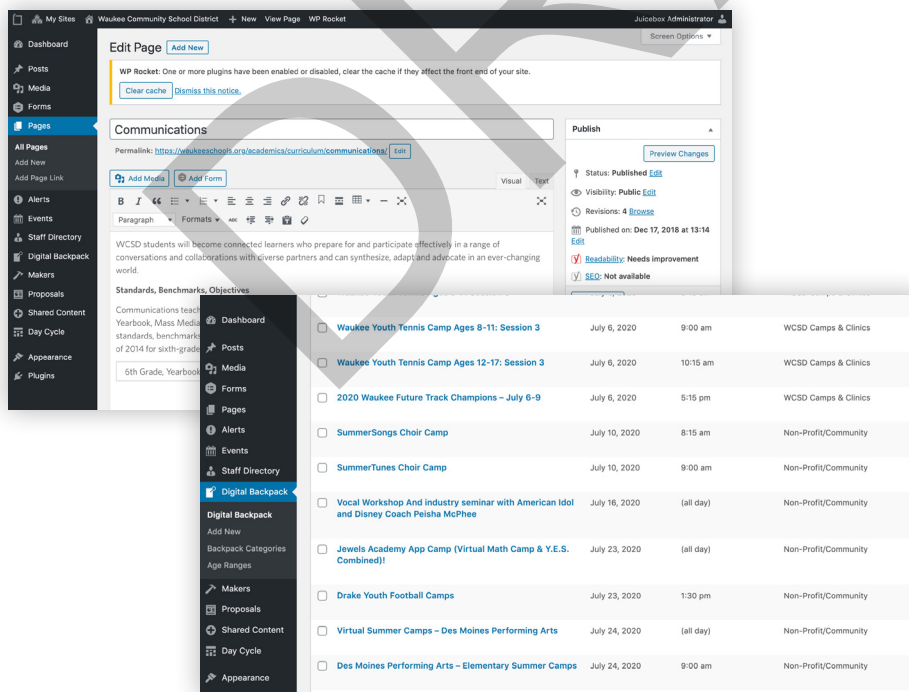
The sidebar allows people to easily customize any block.

This editing experience is great for confident editors with media rich pages that thrive on flexibility.

### Gutenberg features:

- Rearrange blocks
- Add or delete blocks
- Customize fonts and colors
- Set editor access or restrictions
- Duplicate pages with blocks (like a template)
- Adjust image or block sizes

## Using the classic editor



With the classic editor you have pages and templates, such as this Digital Backpack example.

This editing experience is great for low maintenance editors who prefer structured pages and posts.

### Classic editor features:

- Edit pages similar to a Google doc or Word file
- Edit content and images
- Type styles are pre-set
- The layout is predefined within the template
- Easy to update without errors

# EXHIBIT C

## Accessibility Compliance Tool — Make sure your site is compliant

We'll install our very own accessibility tool on your website. It helps ensure your content meets accessibility standards before a user hits publish!

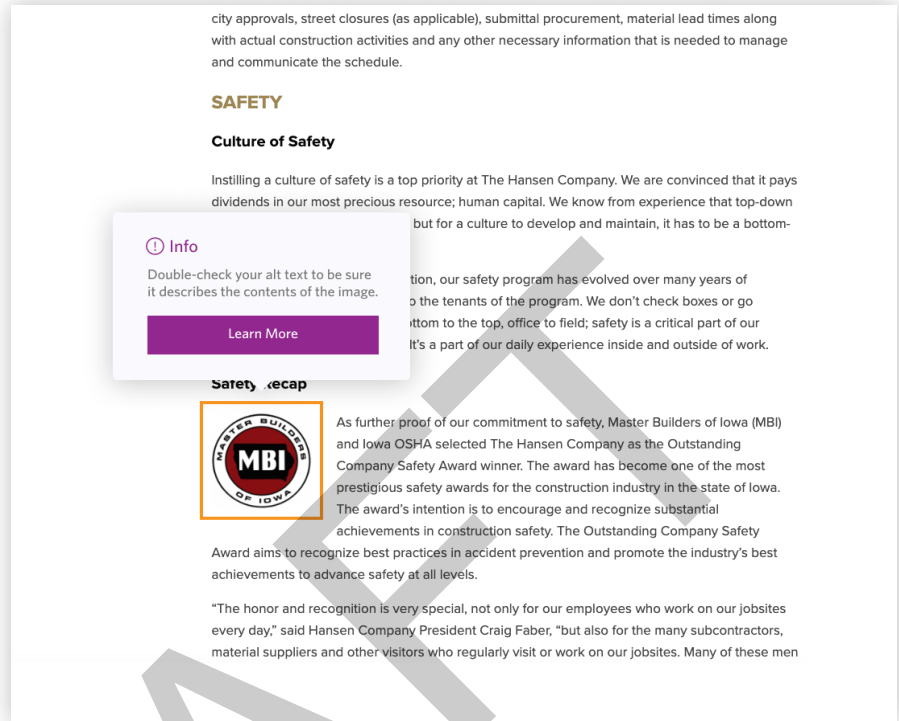
### How it works

Before the user can publish their edits, the tool scans the content to ensure there aren't any errors. If any possible issues are detected, the tool creates a preview page to show the problems. The tool also displays helpful tips to make the page compliant.

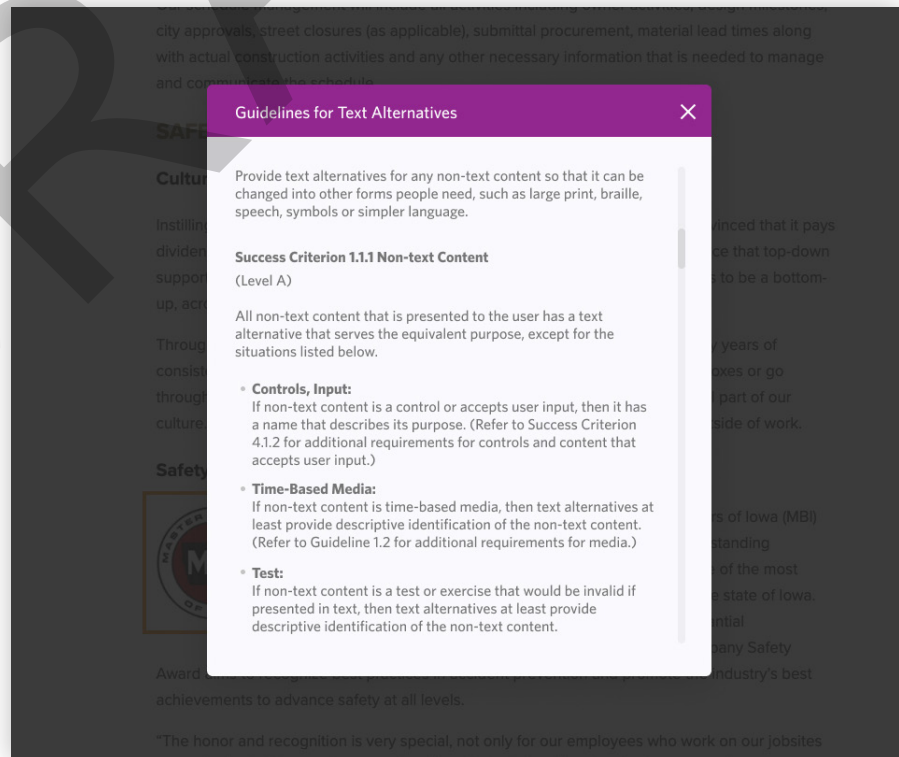
This dramatically increases the accessibility compliance for your site because the errors are fixed before the page goes live!

The tool checks the most common accessibility issues:

- Scans alt text in images
- Confirms the sequence of headings
- Ensures descriptive headings are used in tables



If any possible issues are detected, the tool displays a preview page to show the problems.



The tool displays helpful tips to help the user make the page compliant.

# A few things you'll love

## Ownership rights

You'll breathe a sigh of relief after reading this section. We believe that since you're paying us to create your website and the other creative services we are doing for you, it should be yours.

- We will be doing design and programming work.
  - You will own the website and any graphic design work. You will receive a perpetual, non-terminating right to the source code that powers the website.
  - If you ever work with another firm, that firm would not be able to take our source code and use it for any of their other projects.
  - You grant us the right to use images of the work for our own promotional purposes.
- 

DRAFT

# Project work

We'll start by completing all of these items.

---

## Discovery, planning + design

---

### Discovery

We'll complete a thorough discovery process as a part of creating the new website.

- *Audit content* — We'll start with a careful analysis of your existing website content to determine how well it is performing. This includes a deep dive into your website analytics and comparing your site's performance with your peers.
- *Identify user personas* — A persona is a detailed portrait of each audience type. To be successful, we'll need to nail down your audiences and tap your insights as we identify unique attributes for each persona. Each persona will be accounted for as we craft content around their interests.
- *Interview focus groups* — As needed, we'll facilitate meetings with various focus groups or individuals to gain insights from their perspective.
- *Conduct an online survey* — If you would like for us to survey key audiences (e.g. staff, students, parents, community) we'll conduct an online survey collecting insights about their needs and interests. We'll summarize findings for you and share specific respondent data with your team.
- *Map your user journey* — We'll map out the engagement journey of each of your audiences.
- *Deep analytics review* — Our team will pore through your analytics and site metrics to determine traffic patterns, keyword search phrases and content people are looking for.

---

### Information architecture

After a thorough review of your existing content, we'll provide recommendations about the best way to organize it. The objective is to create an effortless, intuitive experience for each of your user personas.

---

### Sitemap

We'll prepare a sitemap of your site's content to ensure it will be both logically organized and intuitive for website visitors.

---

### Wireframe concepts

We'll provide three different homepage wireframe concepts. You'll pick one wireframe that best represents you and then we'll design the site's mockups.

---

## EXHIBIT C

---

### Moodboard

To make sure that we're in sync, our team will share a moodboard with various design elements for you to provide quick, initial feedback early in the design process.

---

### Custom site design

A website that stands out in a crowd - that's what we deliver. Our team of designers will craft a range of custom-designed page layouts, tailored to your unique needs. But the customization doesn't stop there - we'll also design a diverse set of content blocks that can be used in any combination to create a virtually endless array of layout possibilities. With our focus on incorporating your existing brand elements and our commitment to unlimited revisions, you can trust that the final result will be a cohesive, visually stunning website that truly represents your brand. Say goodbye to the limitations of pre-made templates and hello to pure design bliss.

#### *Unique page layouts*

- Home page
- Interior
- Department page
- Full-width page (without side nav)
- News/blog landing
- News/blog article detail
- Events
- Staff directory
- Site alert
- Search results
- Policies
- Purchasing/RFP listings and detail pages
- Photo gallery
- Form design (with a variety of field types)

#### *Content blocks*

- 1 column block
  - 2-column block
  - 3-column block
  - Slideshow block
  - Podcast block
  - Gallery block
  - Timeline block
  - Social media block
  - Testimonial block
  - Factoid block
  - Staff contacts
  - Accordion/FAQ block
  - 3-column photo block
  - Video block
  - News section (showing multiple stories)
- 

### Home page irresistibility

We've budgeted time to create some great home page sizzle that's interesting and engaging. We've already got some nifty ideas we could share if we meet!

---

### Web style guide

As a part of creating the website, we'll establish a variety of design styles, such as six different styles for headings, bulleted lists, one or two button styles, a pull quote style, table and so forth. To ensure your site's visual consistency, content editors can only use styling elements from your digital style guide.

---



## EXHIBIT C

---

### **Stock photography**

Whenever possible, we'll make use of any high-quality photos you share with us. To augment your existing library, we'll include unlimited stock imagery as a part of the project at no extra cost.

---

## Technology

---

### **Responsive website**

The website will be responsive, meaning the layout will adapt to various screen sizes automatically. We'll build the site to adjust to four different devices including desktops, laptops, tablets and smartphones.

---

### **Accessibility compliance**

Your website will be fully compliant to level AA web accessibility standards. We'll train your staff on how to maintain compliance as they update content. Here's a guarantee you won't find anywhere else: we'll ensure your new website will meet current accessibility standards for life (or we'll fix it for free!).

---

### **Browser support**

We do comprehensive testing for all popular browsers (e.g. Chrome, Safari, Mozilla, Edge, Internet Explorer) and their recent versions (released within the past four years) for Windows-based, MAC OS and Chrome devices. Further, we do testing of mobile devices (tablets and smartphones) for both iPad/iPhone as well as Android-based devices.

---

### **Google Analytics + Google Search Console**

We'll integrate the website with Google's powerful traffic analytics tools — Google Analytics and Google Search Console. Both tools work together, making it a breeze to measure information about search patterns and website visitors. It's easy to track a variety of information, including search phrases, search display rankings, traffic sources, on-site visitor navigation patterns and a plethora of other features offered by these two powerful platforms.

---

### **Social media sharing**

The website will include the ability for site visitors to share content (e.g. Facebook, Twitter, Instagram, etc.). We'll include this ability on a variety of pages on the site.

---

## Modules

---

### **Announcements**

If abbreviated announcements in lieu of longer articles are more your style, we'll create a system to display announcements.

---

## EXHIBIT C

---

### **Alert messages**

Our platform allows you to easily insert an alert into the website (e.g. cancellation, delay or upcoming holiday). You can display multiple alert messages simultaneously.

---

### **Search**

The entire site and all documents found on the website (e.g., PDF, PowerPoint, etc.).

---

### **Integrated video**

It's a snap to embed YouTube or Vimeo video content into the site. Just paste any YouTube or Vimeo URL into any page and WordPress automatically grabs the video and embeds the video player onto that page. The video player is responsive to each site visitors' screen sites. If you need a custom video player, we can integrate one for an additional cost.

---

### **Instagram integration**

We'll automatically import recent Instagram posts and display them on the district site or various school sites based on a hashtag.

---

### **Photo gallery**

We will create a custom photo gallery component to display images on your website.

---

### **Bid posting**

We'll add a system to display open requests for proposals on the website. For each RFP, you'll be able to include information about the RFP along with associated documents. Also, you can list expired bids along with the awarded bidder. This item adds a component to the site, making it easier to manage bids. Alternatively, if you are looking for a less expensive option, you can continue using a table layout that wouldn't include any cost.

---

### **Policies**

We make it easy for you to display policies on your site. Our system allows policies to be organized into sections. Each policy section can have subpages associated with it (or you can choose to upload a PDF of the text for each section). A text search tool makes it a breeze for people to find the right policy.

---

### **Factoids**

Database of community facts (e.g. performance metrics) that can be included on various pages.

---

## EXHIBIT C

---

### **News/blog**

We'll create a news/blog engine for the website, allowing you to share news and updates, articles, and fun stories about the community. Articles can be organized into categories and archived. We'll design a landing page and article detail page.

---

### **Activities & events calendar system**

The website will have a robust events system custom-designed for your unique needs. You will be able to manage events. Each event can have a variety of information including event name, date(s), start/end time, photo(s), and any other information about the event. Site visitors can find events by viewing a list, filtering by certain variables, clicking on a calendar grid, or doing a text search. Once an event has taken place, it will be removed from the calendar automatically. You can republish the event at a future date by updating information about the event. Website visitors will be able to save an event to their calendar (e.g., Google, Apple, Outlook, etc.).

---

### **Form creation system**

You will have a sophisticated and intuitive system to create forms with 30+ different fields to choose (e.g. fill in the blank, drop down, phone number, etc.). Completed submissions are stored in a database to review or export. After a person submits a form, you can send email notifications to one or more email addresses. Advanced features such as the ability to save progress and multi-page forms are available at an additional cost. The forms system supports workflow routing of submissions. We'll create the first form for you.

---

### **Content sharing**

With our content sharing tool, we've made it easy for you to share content (including news items, page content, alerts, directory, and events) across all of the sites in your network. This allows you to store and manage frequently used content on one site, automatically sharing it across any or all websites.

---

### **Accordion**

We'll create an accordion (a.k.a., FAQ, expand/collapse content area) element that can be added to any page of any of your sites.

---

### **Interactive about us page**

Create an interactive about us page that will use movement, images and text to give guests an interesting overview about you.

---

## EXHIBIT C

---

### Custom projects

We'll integrate a module to display information about various projects. We'll design a landing page allowing people to see a list of current projects and filter to see projects that match their interest. Visitors will be able to click and view detailed information about a specific project and see information about a project. Site visitors can subscribe to notifications about a specific project or all projects.

---

### Connectivity

As outlined in the RFP, we'll connect (i.e. link) the site to various external sites listed in the Connectivity section of the RFP (e.g., GIS Mapping, Municode Meetings, etc.). We assume that we'll either link to these entities or iframe their content into the site.

---

### E-notifications

Website visitors will be able to subscribe to email updates on the site.

---

## CMS features

---

### Media library

WordPress offers a robust media library for site content. It accepts all types of media including images, videos and documents (e.g. PDF, Word, Excel, PowerPoint, etc.). While the media library supports tens of thousands of items, it's easy to keep it organized by organizing them into folders or tagging items in the library along. The media library can accept files of any size.

---

### Create unlimited pages

One of the tremendous benefits of WordPress is you can create an unlimited number of pages and even better, there are no licensing costs for pages! Create as much content as you would like because there is no additional cost whether your site(s) have 50 pages or 20,000! As a part of the site build process, we'll populate 20 initial pages of content for the site. We assume you'll be doing all of the copywriting for these pages and our role will be to place the text, stylize the pages, find images and crop them and make sure those pages meet all web accessibility standards. After those first 20, you can create as many pages as you would like on your own or, if your time is limited, pay us per page if you want our creative team to create the pages for you.

---

### Retina/4K display ready

Visitors with high-resolution monitors (i.e. retina/4K) will have an incredible experience on your site. We'll automatically detect when a visitor is using a retina/4K monitor and display high-resolution images that are exceptionally crisp, bringing your website to life.

---

## EXHIBIT C

---

### **Search engine optimization (SEO) framework + planning**

We design sites to be search engine friendly. That means we'll design your site with the technical nuances necessary to give you an SEO lift. We'll also install tools making it easy to manage and assess the SEO results for each page. Also, we'll provide cursory guidance on SEO principles. While we haven't included time to optimize the entire site, we can help with more thorough optimization for an additional cost.

---

### **Content review reminders**

You will be able to create a page review date for website content. Different web pages can have different review date requirements (e.g. 365 days, 180 days, etc.). For example, you might specify a page of content needs to be reviewed each year. When it's time for that page to be reviewed an email notification will be sent to the page owner so they can review and update the content. And, just in case they don't take action right away, we can automatically send reminders to the page owner inviting them to review the page.

---

### **Page expiration**

Set expiration dates for content for a specific date so pages will become unpublished automatically.

---

## **Testing, training + migration**

---

### **Beta site setup**

Keep track of our progress with a project beta site. It allows you to preview the site and edit content at a hidden URL as we're preparing for launch.

---

### **Training**

Training is critical to the project's success. Our comprehensive training program is customized to your unique needs. Typically, we conduct separate classes for power and less-experienced users. We prefer to keep classes at a manageable size to promote good interaction between our instructor and your content editors. We have included up to ten hours of training. Another great benefit of working with Juicebox is that we include a free monthly training session for your content editors after launch if we host your website. Training sessions can be held via video conference or in-person.

---

### **Site administration guide + training videos**

We'll create a custom site administration guide that will be an invaluable reference as you manage website content. Also, we'll also create a set of customized training videos specifically for your website.

---

### **Migration planning**

We'll work together to establish a transition plan as we prepare to launch the new site.

---

## EXHIBIT C

---

### Quality assurance + testing

We're not like most people when it comes to testing. We believe our work should be flawless. It's not your responsibility to find errors and bugs. Our design, development and project management teams do extensive testing making sure the site works perfectly. Even better, we're the only firm in the industry including our Bug-Free Forever warranty; if there's a bug in your site, we'll fix it at no cost whether it's the first week, first-year or sixth year!

---

### Project management

#### Meetings + project management

You will have a dedicated manager for the duration of the project. That same project manager will continue to be your primary point of contact after the site launches. Our proposal includes comprehensive project management and any necessary meetings. Throughout the project, you will provide feedback and approval for various deliverables (wireframe, sitemap, content plan, design). We'll have regular meetings and calls to collaborate at every stage, from design to development to launch.

We endeavor to be very timely in our responses. If you email us in the morning, we typically respond in the afternoon. If you contact us in the afternoon, we'll typically respond to you the following morning.

After the site has launched, you'll be able to request help in a variety of methods; (1) by submitting an online request form, (2) by email, (3) via phone call, or (4) by sending a text message. Support form submissions will be sent to our support team, which includes your project manager. We provide 7x24 support for emergency support issues. For other non-emergency requests, if the task takes 0-2 hours we should have those completed within two business days, tasks requiring 2-6 hours should be completed within five business days, and tasks between 6-8 hours should be completed within 8 business days.

---

#### Ongoing guidance + strategy

A relationship with Juicebox doesn't end when your site launches! Included in the cost of your project is a quarterly post-launch meeting for us to provide ongoing guidance about your website. We don't charge for this meeting. It's a great opportunity for us to connect and provide you ongoing guidance ensuring your site will be successful for many years to come.

---

## EXHIBIT C

---

### Site governance

We'll help you establish site governance practices as part of the project. Those practices will include a variety of information, but we suggest it covers these areas.

- Site updates: your process to update the site, outlining any approvals necessary before content is published.
- Frequency & relevancy: specify how often content will be periodically reviewed, making sure information is current and still relevant.
- Ongoing training: determine if regular training is required (e.g., content editing practices for web accessibility).
- Ownership: identify who has content ownership of various areas of the site.

---

### Additional items

#### Alternative language options: Google Translate

*Implement automated translation* — We'll implement AI-based (artificial intelligence) automatic language translation tools such as Amazon Translate or Google Translate. Google Translate is a free tool and Amazon has a nominal cost (you'll be responsible for any ongoing Amazon translation costs; ongoing costs vary based on monthly traffic and are nominal, e.g., \$300-\$500/year).

---

#### Staff directory

We will provide a searchable staff directory for website visitors. Visitors can search for staff or filter by department or job title. Each person can have contact information (e.g. name, email, phone number, department, job title). For a nominal additional cost, we can add other features like more data fields or the ability for staff to manage their own bios. Easily bulk import staff member data using a spreadsheet (XLS, CSV) and it's a breeze to do a bulk photo import. You can manage individual staff members via WordPress. We'll take care of the initial import.

---

#### User authentication (via LDAP/Active Directory, SAML, Google, SSO, etc.)

If you prefer to authenticate users with your existing systems, we offer many ways to integrate with your environment. This includes integration via LDAP/Active Directory as well as Google account credentials. We will integrate the permissions process so that visitors can use their LDAP/Active Directory or Google account credentials to log in to the website. We also support SSO in a variety of ways, including SAML.

---

## EXHIBIT C

---

### Content migration

As noted earlier, you can create an unlimited number of pages with WordPress at no extra cost (because there are no page license fees). We'll be available to help with as much of the content migration as needed. This assumes that we'll be creating all of the pages on the website. To create the pages on your new website, we do a combination of importing all of your existing pages as well as creating pages manually (without automatically importing the content).

But, if you need a hand populating the site with content, we're here to help. Our team will populate the site with content which includes placing text, cropping images, stylizing text and making sure each page meets accessibility standards. Any content migration is performed by our own US-based, native English speaking team members. We assume you will be writing the page content.

We assume that we'll automatically import your news/blog posts. We will either scrape those pages from your current site using one of three ways: (1) by scraping it with a script, (2) using AI, or (3) pulling it from your current website's database. We'll talk through which of these methods would be best for your site. Once we've captured your existing content, we'll need to clean up any errant code and import those news items for the new site. Typically, the cost of content import for news/posts would be between \$1,000-\$2,000. We would bill you for our time at our hourly rate of \$135, but the costs will not exceed the range quoted.

We expect we'll be able to import other types of content into the site from your existing site, but those pages will require someone to review and tweak those pages. There will be work for someone to manually touch each page, but we expect it would be less than a cost of \$17/page. Scraping your existing content would be done by a developer at an hourly rate of \$135 and then one of our designers or content team members would review the content as a cost per page. If you used a cost of \$10/page, that should cover covering both the cost of the content scrape and tweaks to each page.

Lastly, there will be a group of pages that we'll need to create manually and those would be a cost of \$17/page. For budgeting purposes, with 2,000 pages of content, I'd assume the following. Of course, if the number of pages is reduced, the cost to do the migration will decrease.

News/blog posts (1,000-1,200 pages) - cost of \$2,000

Pages that need to be reviewed/minor tweaks - (estimated at 400 pages x \$10/page) \$4,000

New pages (pages that will need to be created manually) - 400 pages x \$17/page) \$6,800

Total content migration cost: \$12,800

---



## EXHIBIT C

---

### **WordPress accessibility preview tool**

We'll add our custom WordPress accessibility tool to ensure page content avoids all on-page accessibility errors (e.g. using descriptive alt text for images, ensures headings are in sequential order, confirms descriptive headings are used for tables). It's a great tool for your team to identify accessibility errors as they edit pages.

---

### **Website accessibility tool + remediation**

We'll add our sitewide website accessibility tool to scan your website, monitor and resolve any accessibility issues for you. A member of our team will regularly perform accessibility audits and resolve any problems on your website. If any issues are related to content entry (e.g., images without alt tags, uploading improper PDF documents), we'll provide your team a report of our findings. Our tool scans all images, pages, and news items to test for ADA compliance, including confirming all images use alt tags, validates all links (on-site and off-site), tests all color-contrast ratios, and performs CSS diagnostics.

Note this component is not a required item. Our guarantee of lifetime accessibility still applies to our work as we built your site. This component provides for the software tool to test web accessibility on an ongoing basis and for time to review those reports, remedy any issues identified and report our findings to you.

---

### **Enewsletter template + subscription**

We'll design a custom e-newsletter template and place it into an newsletter platform within WordPress or an external service like MailChimp or a system built into the website.

---

### **Homepage video**

We'll capture video content for a brief homepage video of approximately 30 seconds. This video would be images only and not include any audio.

---

### **Microsite system**

We'll create a system so you can create new microsites. We'll also create the first site for you. We assume the microsite's will follow a similar look and feel of the primary site.

---

## EXHIBIT C

---

### Interactive map

We'll design and build an interactive map to show information on the website. The map will be custom-designed to match your brand. It will include visual styles that would be of interest to outdoor adventurers (e.g., contour maps, shading based on types of landscape (e.g., trees, roads, trails, etc.)). We'll be able to utilize (i.e., import) layers from your ArcGIS files and display them on the site. This will include showing things such as landmarks, maps and trails, and highlighting an area with a boundary (e.g., a park).

We will create custom icons for various features on the map (e.g., park, trail, hiking, fishing, tennis, playground, etc.). Site visitors will be able to filter for only their interests to be displayed. We can also include a pop-up with more information about a specific venue. The map can be easily modified (by you or us) to add new locations, trails and areas. The mapping engine that will be used on your site is the same one used by Strava, AllTrails and Recreation.gov. Note that based on the number of site visitors you expect to have on the site, there would be a but if your traffic were to far exceed your expectations, there may be a nominal additional cost for the mapping engine. View examples of recent map projects at:

- Film Kauai - we created a site for the Hawaiian Island of Kauai appeal to movie production companies and photographers to film on the island. <https://filmkauai.com/locations/>
- Food Bank of Iowa - this site allows people to find a food pantry in their region <https://foodbankiowa.org/find-food/>

# Options

You can add any of these items to your website within 12 months after the site launches at the costs outlined.

---

## **Alternative language options**

*Manual language translation* — If you prefer a manual translation (i.e. non-AI translation tool such as Google or Amazon) we'll add the ability for you to add a native translation of the site. Site visitors will select a preferred language. If any page does not have a translated version, the website will default to an English version.

---

## **Automatic directory sync**

We'll tie your website to another of your other systems (e.g. Active Directory) to automatically keep staff information and photos current.

---

## **Surveys**

Create online surveys using your website. Survey results can easily be displayed using charts and graphs making analysis and reporting a breeze.

---

## **Employee portal (password-protected content)**

We'll create a password-protected site for staff. The website will have a variety of unique features and capabilities. It will follow the design standards of styles of the public-facing site but have unique elements useful for an intranet. This provided cost assumes certain requirements. If you need features like a specific calendar for district staff, news feed and other features, it could increase the cost of this item.

---

## **Social feed import**

We can import a variety of social media feeds into your website. We can import feeds from other sources like Instagram, Facebook, Twitter, or Flickr. Note, there is no cost to merely link (e.g., link in your footer) to a social channel.

---

## **Job listings module**

Create a database to display listings for various open positions.

---

## **Apply online**

Allows website visitors to apply online for open positions.

---

## EXHIBIT C

---

### **Online registration**

Our forms engine tool has the ability to create a variety of forms that can be used for registration. Depending on whether you intend to collect registration fees via the website, we would recommend the best option. After we've had the opportunity to talk in greater detail, we can determine which option would work best.

---

### **Custom photography**

Capture high-quality custom images for use on the website and other marketing literature.

---

### **Travel**

If you'd like to do discovery in person, we're happy to make the trip to your location. We'll invoice you travel expenses at cost.

---

### **Mobile app**

We'll create a mobile app for your institution. The app will have native Apple (iOS) and Android versions. Content from your website automatically waterfalls over to the app so things like news, events, staff directory and the are automatically kept up-to-date on the app! Send push notifications to app users. As a part of annual maintenance and upgrades, we'll keep the app up-to-date with new versions of Android and iOS.

---

### **Create social media post templates**

We'll create a variety of social media post templates to be used for specific messages (e.g., news, upcoming event, points of pride, featured board members, etc.).

---

### **Resource library**

We'll create a searchable resource library for the website. You'll be able to include various items in the library (e.g., PDF documents, links to off-site items, pages, etc.). Site visitors will be able to search or filter items in the resource library to display matching results. View an example at: <https://www.arch.tamu.edu/academics/resource-center/>.

---

### **Parks + attractions database**

We'll create a database of different parks and attractions. Each entity can be placed in multiple categories (e.g., lodging, hiking, guides/charter captains, boat launches, parks, history/museums, shopping, dining, parks, museums, golf courses, seasonal activities, etc.). You will be able to manage a list of categories. Each attraction's profile will include the attraction name, photo(s), address, email, phone, website address, description, hours, offers, and link to their social media identities. Website visitors will be able to browse or filter for different attractions based on the category. You will also be able to display an icon and link to various social media presences for each attraction.

---

## EXHIBIT C

---

### **Travel guides/itineraries**

Website visitors will be able to filter for different points of interest by selecting an itinerary or travel guide and choosing different things to include in their itinerary.

---

DRAFT

# Hosting

You may host the site yourself or we can host it for you. The cost to deploy the site to our server or yours is included in the cost of the project.

If you choose to host with us, you're in good hands. We host more than 2,000 sites for our clients. If we're hosting the site, all maintenance and troubleshooting and security-related issues related to hosting are included in the cost of hosting.

If you elect to host yourself, any support that we would provide for hosting the site after the initial deployment would be billable at our hourly rates.

## Specifications

The hosting environment will be a cloud-based virtual private server that can be instantly upgraded should we need additional storage capacity. We also feature a Content Delivery Network (CDN) for ultra fast delivery of images, media and documents from the website. We will host your website on a month-to-month arrangement and you may cancel at any time. For your convenience, we can invoice you monthly, quarterly or annually. Your hosting plan includes the features listed below.

Managed server environment	Content Delivery Network (CDN)
Cloud based for unrivaled redundancy	Daily backups
Automatic server security patches and upgrades	99.95% uptime SLA
Includes CMS security patches and upgrades	24/7 site monitoring and analytics
500GB storage	24/7 support from tier 1 personnel
3TB monthly data transfer	Denial-of-service basic threat protection

## Additional storage

If you wanted to add more storage, you can add more anytime. You can add storage in increments of 20GB at a cost of \$0.20/GB (or \$4/20GB) or an additional 500GB storage for \$100/month.



# Hosting security

Our hosting services are rock-solid and highly available — our ten year network uptime is 99.9989% (backed up by a 99.95% SLA). Many of our sites have never experienced an outage. Our servers are dedicated virtual private servers (VPS) that are only used by our company. Because we are in full control of the hosting environment, we can provide unmatched security and reliability.

All sites have an active firewall to prevent intrusion attempts. We encourage you to use CloudFlare to provide domain level security against DDOS (denial of service attacks). Using CloudFlare also ensures that your site has a real-time cached backup in the case of any issues.

In the event there ever would be an outage, it's effortless for us to restore a site. We can create a new server and restore a backup in a matter of minutes.

If our primary data center experienced a catastrophic disaster, we could publish the site to a separate data center immediately. Our primary data center is located in the Midwest and we can deploy the site to a second data center in the Midwest as well as centers in the western United States or the EU—all within the same network.

We perform daily backups. One copy of a site backup is stored within the data center in a separate physical location within that data center. Also, we keep current versions of the code in at least three additional locations in different states. Each of those locations has redundant backups of your website and operate outside of the network of our primary data center.

In six years, we've never had one of our sites compromised (we host more than 2,000 sites for our clients). We've never had a server hacked. Not one. Ever. During that time, we've had a total of four after-hours emergency calls. That's an average of less than one after-hours call per year.

We provide 24x7x365 support for all hosting issues. Tier 3 data center staff are continually monitoring the site and working around the clock. Our standard office hours are 7:00 a.m.-7:00 p.m. CDT.

# Data center overview

Our production hosting facility is located in Michigan within our private cloud. Our data center provider operates four data centers; two in Michigan, one in Arizona, and one in Amsterdam, the Netherlands. Each data center is SSAE-16 compliant. Our production sites are hosted in the US Central region, located in Lansing, Michigan. The US Central region is comprised of two data centers and two zones. Connectivity to this location is provided by multiple tier 1 providers including; Level 3, Verizon, Cogent, and Comcast. Key capabilities of US Central region data centers are listed below.

## Technical specifications of datacenter

### Power System

- Expandable 13,500 kVA utility power feeds
- Multiple ASCO Closed Transition Bypass Isolation Transfer Switches
- Multiple N+1 Generac diesel generators
- Multiple N+1 Powerware 9395 550 kVA UPS systems
- Liebert & Eaton power distribution units
- Multiple service entrance feeds

### Network Gear

- Redundant fiber entrance expandable to 1,840 gigabits per second
- Multiple redundant gigabit Ethernet links to data centers
- Fully redundant Cisco 6509 Sup720 and Nexus 7000 distribution switches
- Redundant Gigabit Ethernet links to each rack switch
- Cisco 4948 48-Port 10/100/1000 rack switches

### Cooling

- Multiple Liebert 20, 22, 30 and 45 Ton flow and downflow AC units
- Stand-alone HVAC systems that don't allow for large-scale failure
- Designed for the addition of air-side economization

### Security

- 24/7/365 manned facilities
- CCTV security cameras covering inside, outside and all entrances of data centers



# Cost summary

Project work	Cost
Discovery, planning + design	\$62,750
Technology	
Modules	
CMS Features	
Testing, training + migration	
Project management	
Google Translate	\$1,200
Staff directory	\$3,450
User authentication (via LDAP/Active Directory, Google, SSO, etc.)	\$1,350
User authentication (via LDAP/Active Directory, SAML, Google, SSO, etc.)	\$12,800
Content migration ( <i>based on a cost of \$17/page and a combination of imported content and creating pages manually</i> )	
WordPress accessibility preview tool	\$285/year
Website accessibility tool + remediation	\$3,450/year
Enewsletter template + subscription	\$1,650
Homepage video	\$2,500-\$3,250
Microsite system	\$8,500
Interactive map	\$7,850
Post-launch items	Cost
Hosting (monthly cost)	\$350/month
Maintenance + upgrades	\$650/year

## EXHIBIT C

---

Unlimited support	\$3,000/year
<b>Total</b>	<b>\$114,385</b>

---

DRAFT

# Options

You can add any of these items to your website within 12 months after the site launches at the costs outlined.

Optional items	Cost
Manual language translation	\$3,300
Automatic directory sync	\$2,550
Surveys	\$350
Employee portal/intranet	\$5,000-\$15,000
Social feed import	\$900/feed
Job listings module	\$2,350
Apply online	\$850
Online registration	TBD
Custom photography	TBD
Travel	\$400/person + travel expenses
Mobile app	\$8,500
Create social media post templates	\$1,350
Resource library	\$3,500
Parks + attractions database	\$6,450
Travel guides/itineraries	\$4,750
Post-launch options	Cost
Mobile app upgrades + push notifications	\$4,000/year

# What happens after launch?

## Delight in the freedom of open-source

You're going to like this part. Because we're using an open-source content management platform, there are no ongoing licensing fees. WordPress automatically updates all security updates. As a part of hosting the site, we'll manage security and updates for the hosting environment.

## Ongoing maintenance + enhancements

We are happy to serve you in any of these ways:

### Option 1: Pay-as-you-go

Some of our clients prefer to pay as they go for site maintenance. If this is your preference, our hourly rate is \$135.

### Option 2: WordPress + plugin upgrades

We'll upgrade the version of WordPress and associated plugins that power all of your site(s) at least three times each year.

### Option 3: Unlimited tech support

Get unlimited technical support for advanced content editors (via phone, email). This includes support for any third-party integrations found on the site, such as an automatic directory sync. We also include a monthly training session for all other content editors. Note this does not include new programming or design work for the site. Those enhancements would be provided at our hourly rate or quoted at a fixed cost.

## Support around the clock

Our offices are staffed from 7:30 a.m. to 7:00 p.m. CT. Hosting support is 24x7x365 (we provide you after-hours phone numbers), and we have tier three hosting staff always available. You may request support via phone, email, via a support request form or text message.

## No bugs for life

We stand behind our work, like no one else in our industry. That means we're deeply committed to delivering error-free code. If either of us finds a bug that's our fault — whether it's the first week, fifth month or fifth year, we'll fix it for free.

## Web accessibility for life

As you read earlier in our proposal, we take accessibility very seriously. If your site has accessibility issues due to anything we've done to create the site, we'll correct those mistakes at no cost, whether those issues are identified in the first week or the fourth year. Understand that if new accessibility standards or requirements change, any changes to account for those new requirements would be billable. If you do not follow accessibility practices when managing content those issues would be your responsibility to fix and not covered under our warranty.