

CITY COUNCIL

The City of Orange Township, New Jersey

DATE November 7, 2018

NUMBER 322-2018

TITLE: **A RESOLUTION AUTHORIZING FOR THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO CIVICPLUS, INC., 302 SOUTH 4TH STREET, SUITE 500, MANHATTAN, KS 66502 UNDER STATE CONTRACT FOR THE REDESIGN AND/OR RECONFIGURATION OF THE WEBSITE FOR THE CITY OF ORANGE TOWNSHIP IN AN AMOUNT NOT TO EXCEED \$36,000.00 COMMENCING NOVEMBER 8, 2018 TO NOVEMBER 7, 2021.**

WHEREAS, pursuant to N.J.S.A. 40A:11-12, any contracting unit under this act may without advertising for bids, or having rejected all bids obtained pursuant to advertising therefor, purchase any goods or services under any contract or contracts for such goods or services entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, the City of Orange Township desires to redesign and/or reconfigure the City's website; and

WHEREAS, the City of Orange Township wishes to award a contract to CivicPlus, Inc., for the herein stated purpose; and

WHEREAS, CivicPlus, Inc., has been retained to work on various sister municipalities to the City of Orange Township; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, certifying the funds are available under Account Nos. 8-01-20-102-000-520, and 9-01-20-102-000-520.

NOW, THEREFORE, BE IT RESOLVED THAT THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP be and does hereby endorse and authorize the award of a contract to CivicPlus, Inc., for the redesign and/or reconfiguration of the City of Orange Township's website at a total cost not to exceed \$36,000.00.

Adopted:

Joyce L. Lanier
City Clerk

Kerry J. Coley
Council President

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

I, Joy Lascari, Chief Financial Officer for the City of Orange, do hereby certify to the best of my knowledge and belief that after the November 2018 transfer resolution is passed, and contingent upon inclusion of said item in the adopted 2019 Budget, there will be sufficient funds in 2018 and 2019 Budgets to Contract with:

Vendor Name: CivicPlus, Inc.
Address: 302 South 4th Street
Suite 500
City: Manhattan
State: Kansas
Zip Code: 66502

Purpose: Redesign/Reconfigure City Website

Vendor ID: new

Fund: Current Fund
Line Description ADM - Computer Services
Account Numbers(s): 8-01-20-102-000-520 9-01-20-102-000-520
24,000.00 12,000.00


Blanket PO#:

Requisition Number: pending November 2018 transfer resolution

Amount not to exceed: \$ 36,000.00

Division Head

Date


Chief Financial Officer

11-2-18
Date

AGREEMENT TO PROVIDE WEB DESIGN, PROJECT MANAGEMENT, CONTENT MIGRATION, WEBSITE TRAINING, MAINTENANCE, SUPPORT AND HOSTING

THIS AGREEMENT, made this day of November, 2018, by and between the **CITY OF ORANGE TOWNSHIP**, a municipal corporation of the State of New Jersey, having its principal office at 29 North Day Street, Orange, New Jersey 07050 and **CivicPlus, Inc.**, (“CivicPlus”) 302 S. 4th Street, Suite 500, Manhattan, Kansas 66502

WITNESSETH

WHEREAS, the City of Orange Township agrees to retain web design, project management, content migration, and website training services, and CivicPlus is agreeable to perform all services for the City, as to such matters.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, it is agreed as follows:

1. CivicPlus, Inc., is hereby retained to redesign the Municipal website, migrate content from the current website to the new website, and provide training on its maintenance, support and hosting.
2. The City of Orange Township agrees to compensate CivicPlus for such services for the first year in an amount not to exceed Twenty-Four Thousand Dollars (\$24,000.00) in the first year, and Four Thousand Dollars (\$4,000.00) for the subsequent three years for a total of Thirty-Six Thousand Dollars (\$36,000.00) over four years:

Payment for services rendered by Counsel shall be due upon presentation of an official voucher with attached, detailed itemization which shall include a description of services rendered, hours expended, as well as disbursements claimed. It is agreed that all vouchers must be accepted by the City of Orange Township as to form and documentation before payment will be made. All statements for services rendered will be presented to the City of Orange Township on a monthly basis and should be received by the City of Orange Township no later than the last working day of the month following the month for which the services are rendered.

3. CivicPlus agrees to provide services to the City of Orange Township as an independent contractor. No services will be rendered to the City of

Orange Township by Counsel unless authorized by the Insurance Fund Commission.

4. CivicPlus shall provide proof of professional liability insurance and shall maintain such insurance in effect during the term of this Agreement. Counsel shall indemnify and hold the City of Orange Township harmless against any liability, claims or costs arising out of any claim for negligence arising out of the performance of their duties hereunder.
5. The failure of the City of Orange Township at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.
6. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. The term of this Agreement shall be for a period not to exceed four (4) years from the date of this Agreement and CivicPlus Inc., shall continue to provide hosting and support until the term is completed.
7. Counsel shall serve under the supervision and discretion and at the pleasure of the City Attorney.
8. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, oral or otherwise, between the parties regarding the subject matter of this Agreement.
9. No alterations, changes, modifications or variations of this Agreement or the terms thereof shall be valid unless in writing and signed by both of the parties hereto or their duly authorized representative.
10. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.
11. During the performance of this Contract, CivicPlus agrees as follows:
 - (a) CivicPlus will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. CivicPlus will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the

following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship.

- (b) CivicPlus agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals the day and year first written above.

CITY OF ORANGE TOWNSHIP

By: _____
Dwayne D. Warren, Esq., Mayor

ATTEST:

Joyce Lanier, City Clerk

CivicPlus, Inc.

By: _____

ATTEST:

Approved as to form and sufficiency:

Gracia Robert Montilus, City Attorney

Beatrice Cesario

From: Christopher Hartwyk [chartwyk@ci.orange.nj.us]
Sent: Tuesday, October 30, 2018 5:19 PM
To: 'Sharon Watkins'; 'Beatrice Cesario'
Subject: FW: Civic Plus Contract and Paperwork for website
Attachments: Pay to Play Form-Orange Township_10-30-18.pdf; CivicEngage Proposal - Orange Township, NJ (10-29-18).pdf; SHI Quote-16184879.pdf; New Jersey Business Registration Certificate_201504071114568410.pdf; CivicPlus W-9 Updated 3-8-18.pdf; MSA - NJ, Orange Township.pdf; SOW - NJ, Orange Township Engage.pdf

Please prepare the resolution for award of a contract to redo the city website.

From: Thomas DeAngelo [mailto:deangelo@civicplus.com]
Sent: Tuesday, October 30, 2018 3:09 PM
To: chartwyk@ci.orange.nj.us
Cc: Beatrice Cesario <bcesario@ci.orange.nj.us>; keith royster <kroyster@ci.orange.nj.us>
Subject: Civic Plus Contract and Paperwork for website

Chris,

Please see attached are all the necessary documents that you requested for us to move forward. Please let me know if there is anything else you need at this point. I look forward to working with everyone. Speak soon.

Tom DeAngelo | CivicPlus
Regional Sales Manager – NorthEast
w: 785.370.2836
c: 862.881.1977
civicplus.com

THE Integrated Technology Platform

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions. In pertinent part...**

p. The term “political party committee” means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term “candidate committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term “joint candidates committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF ORANGE TOWNSHIP, NEW JERSEY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

CivicPlus, Inc. (Contractor)  
 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                      |  |
|--------------------------------------|--|
| <b>Dwayne D. Warren, Esq., Mayor</b> |  |
| <b>Hon. Kerry J. Coley</b>           |  |
| <b>Hon. Donna K. Williams</b>        |  |
| <b>Hon. Tency A. Eason</b>           |  |
| <b>Hon. Christopher Jackson</b>      |  |
| <b>Hon. Harold J. Johnson, Jr.</b>   |  |
| <b>Hon. Jamie Summers-Johnson</b>    |  |
| <b>Hon. Adrienne K. Wooten</b>       |  |
|                                      |  |

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     Corporation     Sole Proprietorship     Subchapter S Corporation  
 Limited Partnership     Limited Liability Corporation     Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                                                     |
|------------------------------|------------------------------------------------------------------|
| S. Ward Morgan, Jr. Trust    | Trust address: 302 S. 4th Street, Suite 500, Manhattan, KS 66502 |
| Brenda Kay Morgan Trust      | Trust address: 302 S. 4th Street, Suite 500, Manhattan, KS 66502 |
|                              |                                                                  |
|                              |                                                                  |
|                              |                                                                  |
|                              |                                                                  |
|                              |                                                                  |
|                              |                                                                  |

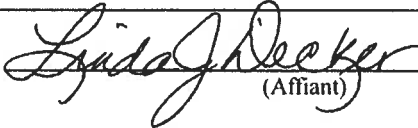
**Part 3 – Signature and Attestation:**

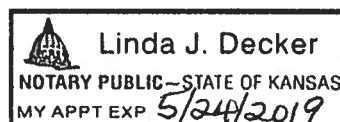
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CivicPlus, Inc.

Signed:  Title: Vice President of Sales

Print Name: Jeff Logan Date: October 30, 2018

|                                                                              |                                                                                                          |
|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me the <u>30th</u> day of <u>October</u> , 2018. | <u></u><br>(Affiant) |
| My Commission expires: <u>5/24/2019</u>                                      | <u>Linda J. Decker, Notary Public</u><br>(Print name & title of affiant) (Notary Seal)                   |





07/27/06

Taxpayer Identification# 481-202-104/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Acting Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
ICON ENTERPRISES INC

ADDRESS:  
317 HOUSTON ST, STE E  
MANHATTAN KS 66502  
EFFECTIVE DATE:

07/08/98

TRADE NAME:  
CIVIC PLUS

SEQUENCE NUMBER:  
1252789

ISSUANCE DATE:  
07/27/06



Acting Director  
New Jersey Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Print or type.<br/>See Specific Instructions on page 3.</b> | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>CivicPlus, Inc.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                             |
|                                                                | 2 Business name/disregarded entity name, if different from above<br><b>Icon Enterprises, Inc, ePowered Schools, REC1, and BoardSync</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                                                             |
|                                                                | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><small>(Applies to accounts maintained outside the U.S.)</small> |
|                                                                | <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                                                                                                                                                             |
|                                                                | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> |  |                                                                                                                                                                                                                                                                             |
|                                                                | <input type="checkbox"/> Other (see instructions) ▶ _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                                                                                             |
|                                                                | 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>302 S 4th St Suite 500</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Requester's name and address (optional)                                                                                                                                                                                                                                     |
| 6 City, state, and ZIP code<br><b>Manhattan, KS 66502</b>      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                                                                                                             |
| 7 List account number(s) here (optional)                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                                                                                                             |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---|---|---|---|---|---|--|--|--|--|--|--|--|--|--|--|--|-----------|--|--|--|--|--|--|--|--|---------------------------------------|--|--|--|--|--|--|--|--|---|---|---|---|---|---|---|---|---|---|--|--|--|--|--|--|--|--|
| <b>Part I Taxpayer Identification Number (TIN)</b>                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |
| <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.                                                                                                                                                                                                                                                           | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="9" style="text-align: center;"><b>or</b></td> </tr> <tr> <td colspan="9" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">4</td> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;">1</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">0</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">1</td> <td style="width: 20px; height: 20px; text-align: center;">0</td> </tr> <tr> <td colspan="9" style="text-align: center;">4</td> </tr> </table> | <b>Social security number</b> |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  | <b>or</b> |  |  |  |  |  |  |  |  | <b>Employer identification number</b> |  |  |  |  |  |  |  |  | 4 | 8 | - | 1 | 2 | 0 | 2 | 1 | 0 | 4 |  |  |  |  |  |  |  |  |
| <b>Social security number</b>                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |
| <b>or</b>                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |
| <b>Employer identification number</b>                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | -                             | 1 | 2 | 0 | 2 | 1 | 0 |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>Part II Certification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |
| Under penalties of perjury, I certify that:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and                                                                                                                                                                                                                                                                                                |                            |
| 3. I am a U.S. citizen or other U.S. person (defined below); and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                            |
| 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |
| <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. |                            |
| <b>Sign Here</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Signature of U.S. person ▶ |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Date ▶ <b>3-9-18</b>       |

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



## Master Services Agreement

**THIS Master Services Agreement ("Agreement")** is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") and Orange Township, New Jersey ("Client") (referred to individually as "Party" and jointly as "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

### RECITALS

- I. **WHEREAS**, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;
- II. **WHEREAS**, Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;
- III. **WHEREAS**, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

**NOW, THEREFORE**, Client and CivicPlus agree as follows:

### Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work ("SOW") between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
2. Either Party may terminate this Agreement or any associated SOW at the end of the SOW term by providing the other Party with 60 days' written notice prior to the SOW renewal date.
3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client's chosen government management platform and/or services, as defined in the SOW ("Project Development"), shall immediately become due in full.

### Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

### Invoicing & Payment Terms

6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a \$5.00 convenience fee.
7. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.
9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip. CivicPlus shall notify



## Master Services Agreement for Orange Township, NJ

Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

### Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").
11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.
13. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

### Intellectual Property & Ownership

14. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.
15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

### Indemnification

16. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the other Party.

### Client Responsibilities

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.
20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under

MSA Page 2 of 4



## Master Services Agreement for Orange Township, NJ

Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.

### Limitation of Liability

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.
23. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

### Force Majeure

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

### Taxes

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

### Other Documents

27. The following, if applicable, are to be attached to and made part of this Agreement:
  - a. Exhibit A - Statement(s) of Work;
  - b. Service Agreement Sales Forms;
  - c. Service Agreements previously executed between the Parties; and
  - d. Custom Development / Retainer Agreement
28. In the event of conflict with an attachment to this Agreement, this main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.
29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

### Interlocal Purchasing Consent

30. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

### Miscellaneous Provisions

31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.
33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such



Master Services Agreement for **Orange Township, NJ**

counterparts will constitute a single instrument.

- 34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

**Client**

**CivicPlus**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Sign and E-mail the entire contract with exhibits to:**

[Contracts@CivicPlus.com](mailto:Contracts@CivicPlus.com)

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

**CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:**

CivicPlus Contract Manager  
302 S. 4<sup>th</sup> Street, Suite 500  
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



# Orange Township, New Jersey

Website Redesign Services



Presented by:

Thomas DeAngelo, Regional Sales Manager

 **CIVICPLUS**<sup>®</sup>  
THE Integrated Technology Platform for Local Government



October 29, 2018

302 South 4th Street, Suite 500  
Manhattan, Kansas 66502  
888-228-2233



Christopher M. Hartwyk  
Business Administrator  
Orange Township, New Jersey

RE: Website Redesign Services

Dear Christopher:

Today's society expects instant access to news, answers, and communication. In today's virtual world, making your government work better can be a challenge when you don't have the tools and resources to get the job done right. As your partner, that's where CivicPlus can help. We are passionate about our mission to help make local government better. You won't simply be getting a website. You'll obtain the tools to build a trusted and long-term relationship between you and your citizens.

Orange Township is unique with your own set of values and goals. You won't get a cookie-cutter website—your solution will be tailored to meet your specific needs. By partnering with CivicPlus, you'll receive:

- One-of-a-kind design that captures your community's unique qualities
- 40+ modules with all of the features and functionality you need
- Guaranteed redesign after 48 months of service to keep your website fresh and innovative
- Hands-on existing content migration by our team of experts
- 24/7/365 support with secure hosting and maintenance
- 100% satisfaction with your new website

Your new site will be developed on the most robust and flexible content management system available. Our CivicEngage CMS is an easy-to-use suite of cloud-based tools built specifically for local government. You'll be able to inform and empower your citizens and staff in more efficient ways. Easier for you, easier for them.

An Orange Township and CivicPlus partnership will save you time and money with a website for your community to find what they need, when they need it.

Sincerely,

A handwritten signature in cursive script that reads "Thomas DeAngelo".

Thomas DeAngelo  
Regional Sales Manager  
deangelo@civicplus.com  
785-370-2836



# Table of Contents

 CIVICPLUS

 CIVICPLUS

 CIVICPLUS

 CIVICPLUS

 CIVICPLUS

 CIVICPLUS

 CIVICPLUS

 CIVICPLUS

 CIVICPLUS

 CIVICPLUS

 CIVICPLUS

|           |                                |
|-----------|--------------------------------|
| <b>1</b>  | Executive Summary              |
| <b>3</b>  | CivicPlus Company Overview     |
| <b>4</b>  | Project Team                   |
| <b>5</b>  | Design Portfolio               |
| <b>6</b>  | CivicEngage CMS                |
| <b>9</b>  | Project Timeline/Development   |
| <b>12</b> | Support, Hosting, and Security |
| <b>14</b> | Investment Proposal            |

# Executive Summary



We propose the following approach to help you meet your goals:

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Easy-to-Use CMS                    | Our CivicEngage Content Management System (CMS) is developed specifically for local government with unique functionality to streamline your processes and offer self-service options to reduce call volumes and walk-ins for common requests. <i>CivicEngage will empower your staff to update your website content easily and often with robust, straightforward editing tools and permission-based access.</i> |
| Secure Hosting, Cloud-Based Access | Provide peace of mind for your staff and community that your site is in good hands. Our solution is supported by an enterprise-level hosting environment with vigilant 24/7/365 monitoring and continual system updating. We guarantee a 99.9% uptime for your website (excluding maintenance). No need to log into a network - access can be achieved anywhere from nearly any device.                          |
| SSL Certificate                    | Protect your new site and your online community's information through encryption of sensitive data and identity verification with an SSL Certificate.                                                                                                                                                                                                                                                            |
| 24/7/365 Support                   | Our helpful in-house support team is available via telephone, email and live chat to ensure your complete and ongoing satisfaction with our products and service.                                                                                                                                                                                                                                                |
| Data Driven Design                 | Our experienced designers will work with you to create a custom, impactful design that will reflect your unique story. Utilizing relevant data to drive decisions is at the core of our process. Among other data driven tools, heat mapping and website analytics may be utilized to increase user experience                                                                                                   |
| Fully Responsive                   | Support citizens on the go with abundant online resources accessible from their mobile phone or tablet. With responsive web design throughout, the content on your site will automatically adjust to the screen size of any device. For our mobile web clients, we design mobile first to ensure it is responsive!                                                                                               |
| Content Migration & Optimization   | Our Content Development team will manually migrate text, documents, and images from your current site to your new CivicEngage website - saving your staff hours of effort and ensuring consistency, accessibility, and information that is easier to navigate.                                                                                                                                                   |

|                                        |                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>WCAG and Section 508 Compliance</p> | <p>Our designers and programmers automatically implement all the accessibility features necessary to ensure your site is compliant with accessibility standards outlined within Section 508 and WCAG Level A &amp; AA. We will make recommendations on best practices for keeping your content accessible and available for all users.</p> |
| <p>Dedicated Project Team</p>          | <p>A specialized team of experts will assist you throughout the development process, including a project manager, art director, web content specialist and trainer.</p>                                                                                                                                                                    |
| <p>Customized Training</p>             | <p>Through three (3) days of interactive web-based instruction, our trainers will ensure your staff gains the confidence to effectively and easily maintain your new website with our WYSIWYG live editing tools and intuitive user interface.</p>                                                                                         |
| <p>Design Essentials</p>               | <p>These design tools within CivicEngage allow your staff to build, modify, and manage your website's look and feel within the design and structure parameters of your website.</p>                                                                                                                                                        |
| <p>Guaranteed Redesign</p>             | <p>At the end of your fourth year of continuous service with us, you're eligible to receive a basic website redesign with no further out-of-pocket expense. Your website stays current and doesn't need to be rebuilt from the ground up.</p>                                                                                              |

## Before & After – Portland, Michigan

Before CivicPlus

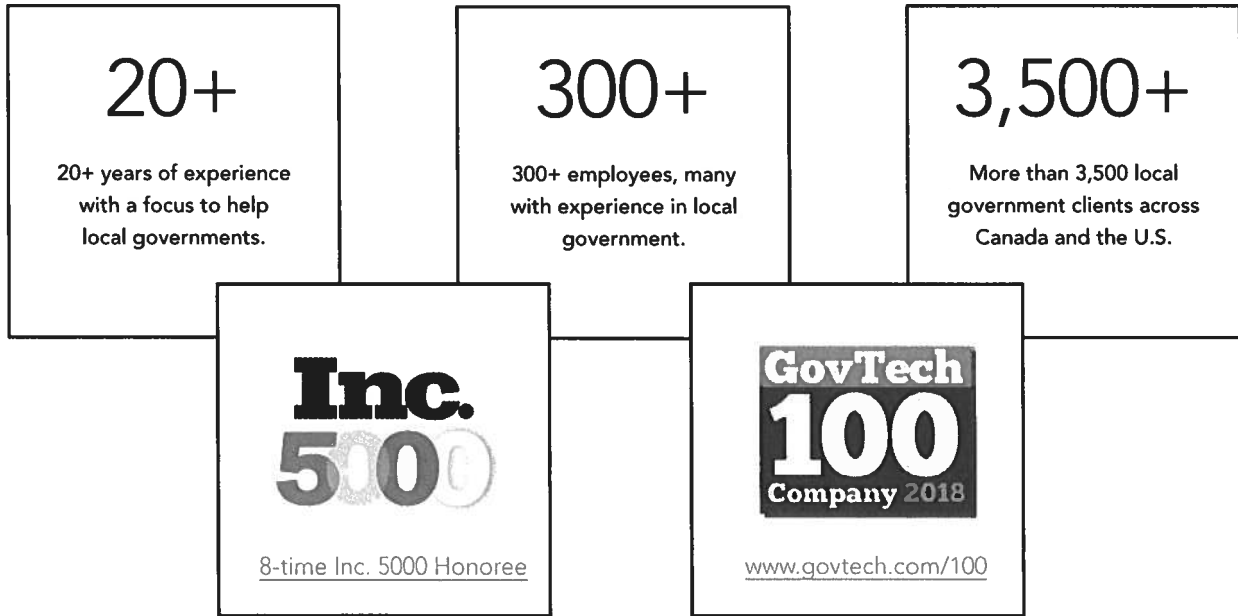


With CivicPlus



After partnering with CivicPlus, Portland, Michigan was able to connect and engage their community better through their innovative, mobile, secure and interactive site.

# CivicPlus Company Overview



CivicPlus is the integrated technology platform for local government, delivering superior local government web technology, including website design & content management, human resources efficiency, mass notification communication tools, parks & recreation management functionality, and agenda & meeting management solutions.

CivicPlus began in 1994 when our founder Ward Morgan decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients. Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with our clients and provide them with solutions that will serve their needs today and well into the future.

## Company & Contact Information

|                                                                                                                                 |                                                                                                                                                                                                                                    |                                                                                                              |                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Contact Information</b></p> <p>Thomas DeAngelo<br/>Regional Sales Manager<br/>deangelo@civicplus.com<br/>785-370-2836</p> | <p><b>Company Website</b><br/><a href="http://www.CivicPlus.com">www.CivicPlus.com</a></p> <p><b>Primary Office</b><br/>302 S. 4th Street, Suite 500<br/>Manhattan, KS 66502<br/>Toll Free: 888-228-2233<br/>Fax: 785-587-8951</p> | <p><b>Legal Name</b><br/>CivicPlus, Inc.</p> <p><b>Incorporated in</b><br/>State of Kansas<br/>June 1998</p> | <p><b>Purchasing Vehicles</b></p> <p>GSA Contract #:<br/>GS-35F-0124U<br/>TIPS/TAPS Contract #:<br/>2092613zz<br/>Interlocal Purchasing</p> |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|

# Project Team



From project management to design and development to training and support, a dedicated project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Our expert project leaders will coordinate your needs with qualified specialists who will work directly with you throughout your project development and beyond.



## **Cole Cheever – Vice President of Client Services**

Cole leads our implementation teams including project management, designers, developers, and art directors. The team of designers, developers, and art directors partner with the team project manager in designing and creating our websites.



## **Barney Barnett – Manager of Implementation Resource Team**

Our expert content developers' goal is to migrate and arrange content for usability that is easily understood, efficiently maintained, and accessible to all with ADA compliance for Section 508 and WCAG Level A & AA.



## **Jim Flynn – Director of Information Security and Infrastructure**

Jim is a passionate advocate for Information Security and performs a critical role in aligning CivicPlus Security Strategy with the needs of clients like you. From data center operations to security and compliance, his team will ensure that your hosting and security needs are met.



## **Katrina Lewison – Director of Training and Consulting**

Katrina will coordinate our consulting and training department who will assist you in developing the right message in the right way. All Trainers and Consultants on Katrina's team have UI/UX certifications to ensure they deliver the best experience for our end users.



## **Sumre Amerin – Manager of Account Management**

Upon launch of your website to the public, Sumre will assign an account manager to your account. Your dedicated account manager will partner with you to create an ongoing strategy to better engage your citizens by utilizing the tools and products that CivicPlus has to offer.



## **Constance Huseh – Manager of Client Support**

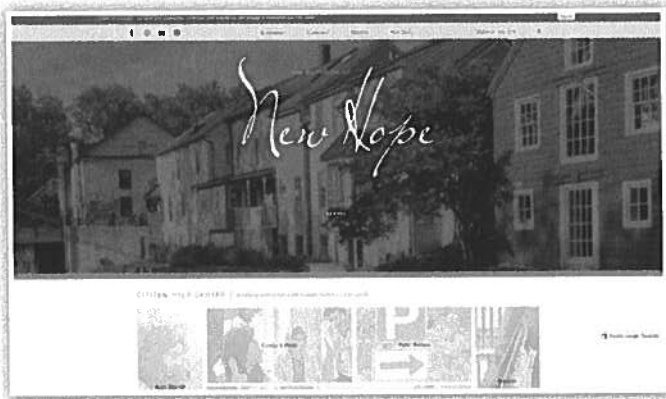
Constance manages the technical support team for all CivicPlus products. This team operates on a three-tier, product-specific escalation process to report technical issues to the products development team and works hand-in-hand with our Help Center to continually improve online assistance.



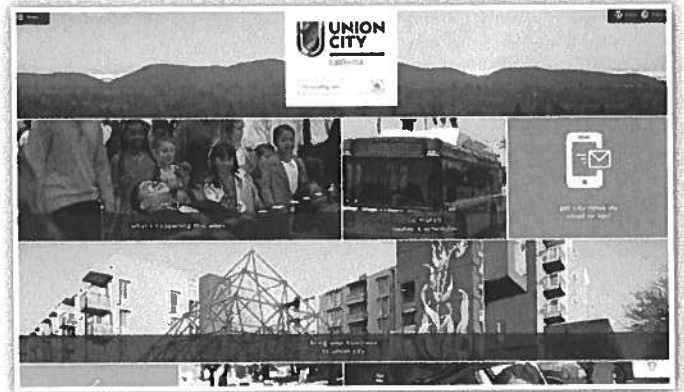
# Design Portfolio



The included design portfolio will provide you an idea of the different directions we can take your creative design. Please note that not all parties listed have agreed to be contacted for reference.



**New Hope Borough, Pennsylvania**  
[www.newhopeborough.org](http://www.newhopeborough.org)



**Union City, California**  
[www.unioncity.org](http://www.unioncity.org)



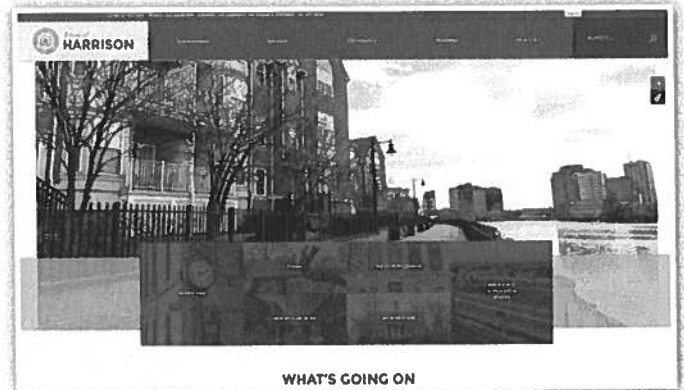
**Cape May County, New Jersey**  
[www.capemaycountynj.gov](http://www.capemaycountynj.gov)



**Westerly, Rhode Island**  
[www.westerlyri.gov](http://www.westerlyri.gov)

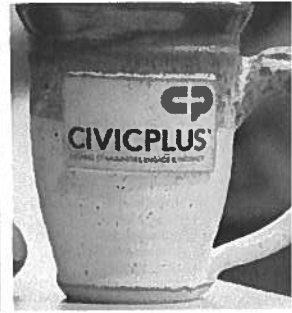


**Napa County, California**  
[www.countyofnapa.org](http://www.countyofnapa.org)



**Town of Harrison, New Jersey**  
[www.townofharrisonnj.com](http://www.townofharrisonnj.com)

# CivicEngage CMS



The CivicEngage CMS is a robust and flexible CMS that has all of the features and functionality you need today and in the future. Developed for organizations that have a need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The system allows non-technical employees the ability to easily update any portion of your website with ease.

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

## User Interface

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

All CivicPlus Trainers and Consultants are UI/UX certified to ensure they deliver the best experience for our clients and their end users.



## The CivicPlus Platform

The CivicPlus Platform helps municipalities streamline their processes and enables robust solutions. We continually add new functionality and features to the platform in order to further connect your solutions.

### FEATURES

- Single Sign-On (SSO) to all your CivicPlus products
- Easily access all your CivicPlus products and integrated solutions from one dashboard or toolbar
- Strengthened password and user security
- Access to a continually growing set of APIs in order to better connect your organization's processes





# Features and Functionality

## Modules & Tools

- Activities
- Agenda Center
- Alert Center
- Archive Center
- Bid Postings
- Blog
- Business/Resource Directory
- Calendar
- Carousel Widget
- Citizen Request Tracker™
- Community Voice™
- Document Center
- ePayment
- Facilities & Reservations
- Form Center
- Frequently Asked Questions
- Job Postings
- My Dashboard
- Notify Me®  
(with 500 SMS subscribers)
- News Flash
- Opinion Poll
- Photo Gallery
- Quick Links
- Spotlight
- Staff Directory

## Administrative Features

- Active Directory Authentication (additional fees may apply)
- API Access via CMS or Zapier
- Automatic Alt Tags for ADA Compliance
- Auto-Publish Content Scheduling
- Browser Based CMS Management
- Content Versioning and History Log
- Design Essentials for Minor Design Changes
- Dynamic Page Components of Information and Modules to Place on Any Page
- Dynamic Breadcrumbs and Site Map
- ePayments/eCommerce Integration (additional fees will apply)
- Integrations with Map and Analytic Services
- Intranet with Employee Only Rights
- Intuitive User Interface
- Levels of Permissions for Creation, Publishing and Administrative Rights
- Live Edit on the Front-End of Your Website
- Link Redirects
- Maps and Image Map Editor
- MobileAdmin App for Easy Update of Certain Modules (upgrade available)
- Pending Approval Items Queue
- Predictive Site Search and Search Log
- Printer Friendly Pages
- RSS Feeds for Notification Subscriptions
- Social Media - Sync with Facebook & Twitter and Display Feeds on Website Pages
- Translation Services with Google Translate
- Website Statistics through Piwik Analytics
- WYSIWYG Editor

# Features and Functionality

## Responsive Design

As part of providing industry-leading technology, responsive design is included with your CivicPlus site. With responsive design, your site adjusts to the screen size regardless of the device they are using. CivicPlus websites are viewable in all common browsers. We optimize them for administrative use with Windows 2000+ and in the two most recent versions of major browsers including: Internet Explorer, Firefox, Safari, and Chrome. This flexibility provides a seamless user experience.



## ADA Section 508 Compliance

We provide highly compliant sites based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. Our focus is to provide a high degree of compliance with WCAG 2.0 A and AA, which maximizes accessibility for all users while providing freedom to create a visually rich and appealing site.

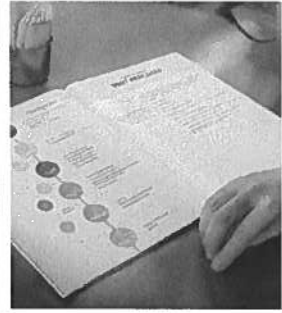
Our approach for each website includes the following steps to ensure you receive a compliant and accessible website:

- We guarantee that we deliver you a site that meets ADA (Section 508) and WCAG 2.0 A and AA levels.
- Our trainers will use CivicPlus best practices to teach your staff to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- We ensure that any new regulations that require code changes are done automatically for you and perform code changes quarterly with no additional effort required from you.
- Our product team closely follows changes in regulations and updates our best practices as well as provide regular updates to clients via our CivicPlus website, blog articles, webinars, and other publications.

We will deliver a compliant website, and training and provide you some tools to do that will help you maintain compliance after Launch:

- **Accessibility Checker** – scans content in the editor widget, NewsFlash, and FAQs for any accessibility issues so you can correct them before publishing.
- **Accessibility Checklist** – to assist you in reviews of your site’s design and content.
- **Best Practices** – to help your team take personal responsibility and accountability for your web pages.
- **Ongoing Scans** – we think it is a best practice to occasionally scan your site to check ongoing compliance (available for an additional cost).

# Project Timeline/Development



Design creation, accessibility / usability guidance, content optimization, dedicated training - CivicPlus delivers all of this and more during the development of your new website. Your exact project timeline can vary based on determined project scope, project enhancements purchased, your availability for meeting coordination, action item return / completion, approval dates kept, and other factors. Project timeline, tasks, and communication will be managed and visible to you via Mavenlink – our project management software. Based on our experience, the estimated timeline for the successful completion of your CivicEngage project is approximately 28 weeks.

## Typical Project Timeline 16 – 28 weeks

|         |              |
|---------|--------------|
| Phase 1 | ~3 – 5 Weeks |
| Phase 2 | ~3 – 6 Weeks |
| Phase 3 | ~5 – 8 Weeks |
| Phase 4 | ~2 – 3 Weeks |
| Phase 5 | ~1 – 2 Weeks |
| Phase 6 | ~2 – 4 Weeks |

## Phase 1: Initiate

### Project Kickoff Meeting

During the Project Kickoff Meeting, your project manager will perform introductions, detail items needed from you, provide a high-level overview of the development process, and introduce you to the tools and resources used to manager the project.

### Planning & Scheduling

Your project manager will create a comprehensive project timeline based on your project scope and specific needs. CivicEngage will schedule the design, content, development, and training resources needed to implement your new website to ensure on-time completion of your website project.

## Phase 2: Analyze

### Design Discovery & Content Preparation

The CivicEngage Team will collaborate with you to determine the goals and objectives you would like to achieve with your new website and use that information to develop a strategy for your content and design. CivicEngage professionals will outline our best practices and standards, and you will work with your project team to determine how you want your website to look, feel, and function.

### Mood Board

Your Project Team will present a custom mood board reflecting the color and imagery that will set the tone for your design. A mood board is a collection of colors, textures, images, graphics, text, and descriptive words. Once approved, these design features will be used to develop the design concept for your website.

## Phase 3: Design & Configure

### Design Concept Development & Review

You'll be presented with a responsive design prototype allowing you to review the design concept in a working and functional environment. The concept is hosted on a unique web address so it can be viewed on multiple devices and easily shared with key stakeholders.

You will have the opportunity to evaluate the design concept presented and collaborate with the CivicEngage Project Team on proposed changes. If needed, design concept revisions can be made before the approval deadline that you and your project manager agree upon in your timeline.

### Content Migration & Optimization

During the previous phases, your staff has the role of updating the content on your current primary site based on CivicEngage recommendations. Our content development team will then migrate, optimize, and reorganize your content based on best practices for consistency, accessibility, and usability.

### Website Reveal

The CivicEngage Team will present to you a completed website featuring your approved design and optimized content. Your new website will be built with all the accessibility features necessary to ensure your site is compliant with accessibility standards outlined within Section 508 and WCAG Level A & AA.



## Phase 4: Optimize

### Website Finalization

You will evaluate the completed website and confirm expectations were met in accordance with the Statement of Work and the goals outlined have been achieved. The CivicEngage Team will work with you to prioritize and plan any final needs for the website.

## Phase 5: Educate

### User Training

Our goal is to give your staff the skills and tools they need to quickly and easily keep your website current. CivicPlus will provide in-person or online training to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future.

Regardless of technical ability, we will help your staff gain the confidence to effectively use and maintain your website. Your training plan will be customized to the needs and skill levels of your site users and administrators. The training session will utilize your production website so users are familiar with your specific configuration and you get real, hands-on learning opportunities.

## Phase 6: Launch

### Launch Preparation

This is an exciting time; it is the last step before your new site launches! Your Project Team will provide you with a pre-launch checklist to complete and ample time to complete any updates before your website launch.

During this time, you will be able to add, create, and make adjustments to content on your production site, as well as ensure overall satisfaction with your website.

### Website Launch

After website launch confirmation is received, your domain name is directed to the newly developed website and your beautiful new website is made available to the world.

## Your Role

We will need your help to create the strongest possible website for your community. We will need you to:

- ✓ Gather photos and logos that will be used in the overall branding and design of your new website
- ✓ Provide website statistics to be utilized in reorganizing your website content, navigation, and design
- ✓ Complete the Design Discovery Form to communicate design preferences
- ✓ Provide technical information in the DNS form for the set up of your website domain name(s)
- ✓ Perform reviews and provide official approvals throughout the project
- ✓ Update the content on your current website and delete any pages you no longer need
- ✓ Track website updates to be completed during your training session
- ✓ Ensure you have the most up-to-date web browsers installed on your organization's computers
- ✓ Compile a list of your website users and desired permission levels
- ✓ Reserve training location and necessary resources (computers, conference phone, etc.)

# Support, Hosting, and Security



## Around-the-Clock Service & Support

With technology, unlimited support is crucial. Our live support personnel based in the United States are ready to answer your staff members' questions and ensure their confidence in using our site. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls, emails, and live chat. Emergency services are available free of charge after regular hours with our on-call staff 24-hours a day.

CivicPlus is also proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our clients' websites.

### Technical Support

- Dedicated support personnel available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- 4-hour response during normal hours
- 24/7 emergency support
- CivicPlus Help Center - 24/7 access to online training manuals, troubleshooting solutions, and the CivicPlus Community

### Maintenance

- Full backups performed daily
- Regularly scheduled upgrades, including fixes and other improvements
- Frequent installation of OS system patches and enhancements
- All updates are tested internally before being installed

## [www.civicplus.help](http://www.civicplus.help) - The CivicPlus Help Center

CivicPlus clients and their visitors have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. The Help Center also provides our release notes to keep you in the loop on upcoming enhancements and maintenance. The Community Forum allows your staff and your users to interact with each other, send CivicPlus feedback and suggestions for future system enhancements, and view trending topics among members - along with other functional and engaging features and capabilities.

## Dedicated Account Management

CivicPlus has a team of dedicated account managers to help you implement the tools needed to successfully meet the level of community engagement that you desire. Upon website Launch, you will have a dedicated member of this team to help you keep up on new CivicPlus products and optimize your site. This specialized team member can provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place on your new website.



# Hosting & Security

Redundant power sources and internet access ensures consistent and stable connections. We invest over \$1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. To help ensure your site is protected at the level you need, CivicPlus' Included Hosting & Security Package is built into your solution.

Your system is monitored 24/7/365. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance), we've got you covered. If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options that are available to you at the time of event.

## Included Hosting & Security Features

| Data Center                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                  | Bandwidth                  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--|
| <ul style="list-style-type: none"> <li>Highly reliable data center &amp; secure facility</li> <li>Managed network infrastructure</li> <li>On-site power backup &amp; generators</li> <li>Multiple telecom/network providers</li> <li>Fully redundant network</li> <li>System monitoring - 24/7/365</li> </ul> | <ul style="list-style-type: none"> <li>Multiple network providers in place</li> <li>Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)</li> <li>Burst bandwidth - 22 Gb/s</li> </ul>       | <h3>Hosting</h3>           |  |
| <ul style="list-style-type: none"> <li>Automated CivicEngage software updates</li> <li>Server management &amp; monitoring</li> <li>Multi-tiered software architecture</li> <li>Server software updates &amp; security patches</li> <li>Database server updates &amp; security patches</li> </ul>              | <ul style="list-style-type: none"> <li>Antivirus management &amp; updates</li> <li>Server-class hardware from nationally recognized provider</li> <li>Redundant firewall solutions</li> <li>High performance SAN with N+2 reliability</li> </ul> | <h3>Disaster Recovery</h3> |  |
| <ul style="list-style-type: none"> <li>Emergency after-hours support, live agent (24/7)</li> <li>On-line status monitor by Data Center</li> <li>Event notification emails</li> <li>8-hour guaranteed recovery TIME objective (RTO)</li> </ul>                                                                 | <ul style="list-style-type: none"> <li>24-hour guaranteed recovery POINT objective (RPO)</li> <li>Pre-emptive monitoring for disaster situations</li> <li>Multiple, geographically diverse data centers</li> </ul>                               | <h3>DDoS Mitigation</h3>   |  |
| <ul style="list-style-type: none"> <li>Defined DDoS Attack Process</li> <li>Identify attack source and type</li> <li>Monitor attack for threshold* engagement</li> </ul>                                                                                                                                      | <h3>DDoS Advanced Security Coverage</h3> <p>Not Included. Additional coverage available at time of event. Additional fees will apply.</p>                                                                                                        |                            |  |

\*THRESHOLDS: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during attack

# Investment Proposal



All quotes are priced per project and presented in US dollars. Pricing is valid for 60 days from October 29, 2018.

## Website Implementation

- CivicEngage Content Management System
- Custom Design
- Migration of up to 200 pages of existing content for URL: [www.ci.orange.nj.us](http://www.ci.orange.nj.us)
- One (1) SSL Certificate
- Three (3) Days Web-Based Implementation Training for up to Six (6) Staff Members / Session
- Guaranteed CivicEngage website redesign after 48 months of continuous service



## Annual Services

- Included Hosting and Security Package
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Community
- Dedicated Account Manager
- Annual Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 (for non-CPA payment projects) and beyond

|                                   |          |
|-----------------------------------|----------|
| Total Investment – Year 1         | \$24,000 |
| Annual Services (Year 2 & Beyond) | \$4,000  |

## CivicPlus Advantage - Alternate Payment Plan

The CivicPlus Advantage (CPA) provides zero interest, level payments that divides the Total Investment - Year One expense of your project over the first three (3) years of your contract. Each payment also includes your Annual Hosting/Maintenance Services. Our CivicPlus Advantage payment plan lowers your initial "out of pocket" expenses dramatically.

|                                     |                   |                              |         |
|-------------------------------------|-------------------|------------------------------|---------|
| CPA Payments for Years 1-3. . . . . | \$10,667/per year | 4th Year Annual. . . . .     | \$4,200 |
|                                     |                   | (annual + 5% technology fee) |         |





Pricing Proposal  
Quotation #: 16184879  
Created On: 10/30/2018  
Valid Until: 10/31/2018

---

## City of Orange

---

---

## Inside Account Executive

---

### Chris Hartwyck

NJ  
United States  
Phone: 973-266-4111  
Fax:  
Email: wadej@ci.orange.nj.us

### Dan Farina

290 Davidson Ave,  
Somerset, NJ 08873  
Phone: 7326527602  
Fax: 7325648224  
Email: Dan\_Farina@shi.com

All Prices are in US Dollar (USD)

| Product                                                                                                                             | Qty | Your Price  | Total       |
|-------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|-------------|
| 1 Website Implementation for the City of Clifton<br>CivicPlus - Part#: 001<br>Contract Name: Software Reseller<br>Contract #: ITS58 | 1   | \$24,000.00 | \$24,000.00 |
| 2 Annual Services (Year 2 & Beyond)<br>CivicPlus - Part#: 002<br>Contract Name: Software Reseller<br>Contract #: ITS58              | 1   | \$4,000.00  | \$4,000.00  |

---

### Additional Comments

---

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

---

*The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.*



### Contact Information

**Organization**

**URL**

Street Address

Address 2

City

State

Postal  
Code

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

**Emergency Contact & Mobile Phone**

**Emergency Contact & Mobile Phone**

**Emergency Contact & Mobile Phone**

**Billing Contact**

**E-Mail**

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal  
Code

Tax ID #

Sales Tax  
Exempt #

Billing Terms **Annual**

Account  
Rep

Info Required on Invoice (PO or Job #)

**Contract Contact**

**Email**

Phone

Ext.

Fax

**Project Contact**

**Email**

Phone

Ext.

Fax



**Exhibit A.1 - CivicPlus Statement of Work #1**

All Quotes are in US Dollars and Valid through October 31, 2018

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Project Development and Deployment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |
| <ul style="list-style-type: none"> <li>• First Year Annual Services (Initial GCMS® upgrades, maintenance, support and hosting)</li> <li>• Server Storage not to exceed <b>25 GB</b></li> <li>• Services and Deliverables as described in Addendum 1</li> <li>• Up to 200 pages of content migration from <a href="http://www.ci.orange.nj.us/">http://www.ci.orange.nj.us/</a></li> <li>• Ongoing recurring 48-month redesign, as described in Addendum 2</li> <li>• 3 Years of Agendas &amp; Minutes in PDF or DOC format migrated</li> <li>• 3 Days Virtual Implementation Training for up to 6 Client Staff Members</li> </ul> | <b>\$24,000</b> |
| <b>Project Enhancements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Included</b> |
| <ul style="list-style-type: none"> <li>• 1x SSL Certificate</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |
| <b>Total Fees Year 1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>\$24,000</b> |
| <b>Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>\$4,000</b>  |
| <i>Billed 12 months from SOW signing; subject to annual 5% increase year 3 and beyond</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |
| <b>Total Annual Services</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>\$4,000</b>  |

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #1 (SOW #1) is hereby attached as Exhibit A.1.
2. This SOW #1 shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 will be invoiced as follows:
  - a. Upon signing this SOW, thirty percent (30%) of the Total First Year Fees.
  - b. The earlier of 6 months from signing or upon completion of CivicEngage Implementation (completion of training), the remaining seventy percent (70%) of the Total Fees Year 1.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be provisioned in accordance with Addendum 3 to this SOW #1 and shall be subject to a 5% annual increase beginning in Year 3 of service.
5. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Addendum 2. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
6. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW #1 assumes such perpetual permission.
7. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.



**Exhibit A.1 for Orange Township, NJ**

**Acceptance**

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

**Client**

**CivicPlus**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Addendum 1 to Exhibit A.1 - Project Development Division of Work

Detailed Scope of Services (PREMIUM)

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

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



Exhibit A.1 for Orange Township, NJ

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

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

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



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



Addendum 2 to Exhibit A.1 - Redesign Details

**CivicPlus Project Development Services & Scope of Services for  
CP Redesign**

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





### Addendum 3 to Exhibit A.1 – Hosting, Support and Service Level Agreement

#### Hosting Details

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Data Center</b>       | <ul style="list-style-type: none"> <li>• Highly Reliable Data Center</li> <li>• Managed Network Infrastructure</li> <li>• On-Site Power Backup &amp; Generators</li> <li>• Multiple telecom/network providers</li> <li>• Fully redundant Network</li> <li>• Highly Secure Facility</li> <li>• 24/7/365 System Monitoring</li> </ul>                                                                                                                                                                                  |
| <b>Hosting</b>           | <ul style="list-style-type: none"> <li>• Automated GCMS® Software Updates</li> <li>• Server Management &amp; Monitoring</li> <li>• Multi-tiered Software Architecture</li> <li>• Server software updates &amp; security patches</li> <li>• Database server updates &amp; security patches</li> <li>• Antivirus management &amp; updates</li> <li>• Server-class hardware from nationally recognized provider</li> <li>• Redundant firewall solutions</li> <li>• High performance SAN with N+2 reliability</li> </ul> |
| <b>Bandwidth</b>         | <ul style="list-style-type: none"> <li>• Multiple network providers in place</li> <li>• Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)</li> <li>• 22 Gb/s burst bandwidth</li> </ul>                                                                                                                                                                                                                                                                       |
| <b>Disaster Recovery</b> | <ul style="list-style-type: none"> <li>• Emergency After-hours support, live agent (24/7)</li> <li>• On-line status monitor at data center</li> <li>• Event notification emails</li> <li>• Guaranteed recovery TIME objective (RTO) of 8 hours</li> <li>• Guaranteed recovery POINT objective (RPO) of 24 hours</li> <li>• Pre-emptive monitoring for disaster situations</li> <li>• Multiple data centers</li> <li>• Geographically diverse data centers</li> </ul>                                                 |
| <b>DDoS Mitigation</b>   | <ul style="list-style-type: none"> <li>• Defined DDoS Attack Process             <ul style="list-style-type: none"> <li>• Identify attack source</li> <li>• Identify type of attack</li> <li>• Monitor attack for threshold engagement</li> </ul> </li> </ul>                                                                                                                                                                                                                                                        |



## Support and Maintenance

### Support Services

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

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

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

### Service Escalation Processes

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

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

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

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

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



### CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

#### Definitions

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

#### Service Commitments and Service Credits

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

| Monthly Uptime Percentage | Service Credit Percentage |
|---------------------------|---------------------------|
| Less than 99.9%           | 1% of one month's fee     |

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

#### Credit Request and Payment Procedures

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

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

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

#### SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



### Disaster Recovery Feature Service Commitment

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

#### Definitions

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

#### Service Commitments and Service Credits

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

|                                 |                                  |
|---------------------------------|----------------------------------|
| <b>Recovery Time Objective</b>  | <b>Service Credit Percentage</b> |
| 8 Hours                         | 10% of one month's fee           |
| <b>Recovery Point Objective</b> | <b>Service Credit Percentage</b> |
| 24 Hours                        | 10% of one month's fee           |