

visionLive™ Subscription Services Agreement
Vision Internet Providers Incorporated
Account Terms and Conditions

This Subscription Services Agreement, together with Appendix No. 1 attached hereto, represents the complete agreement and understanding ("Agreement") between Vision Internet Providers Inc. ("Vision Internet"), a California corporation, and City of Franklin, TN (the "Client"), and supersedes any other written or oral agreement with regard to the Subscription Services provided for herein. Client and Vision Internet are sometimes individually referred to as "Party" and collectively as "Parties."

1. Ongoing Service Provisions

Pursuant to the terms herein, Vision Internet agrees to provide Hosting Services, Upgrade Services, and Support Services (collectively "Subscription Services") as provided below for the Client's website, which utilizes Vision Internet's Vision Content Management System ("VCMS") developed under a prior or concurrent agreement by and between Vision Internet and Client ("Website Development Agreement"). To the extent that the Website Development Agreement and/or any other prior agreement entered into by and between Vision Internet and Client conflicts with this Agreement, then the terms and conditions of this Agreement shall supersede, replace, and amend any and all conflicting provisions of such prior agreement. Vision Internet will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Agreement. Subscription Services include the following:

(a) **Hosting Services**

Vision Internet will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique domain.

(b) **Upgrade Services**

Vision Internet will provide Upgrade Services which include:

- Enhancements to the backend VCMS functionality.
- Enhancements to the Included Interactive Components that were developed under the Website Development Agreement or other prior agreement entered into by and between Vision Internet and Client.
- New Interactive Components released from time to time according to the visionLive™ Roadmap ("Roadmap").
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as defined below) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

Client understands and agrees that the Supported Web Browsers for the frontend of the website currently are Firefox, Internet Explorer, Chrome, and Safari. Client understands and agrees that Supported Web Browsers for the backend of the website currently are Firefox and Internet Explorer. Client understands and agrees that Supported Web Browsers for visionMobile™ currently are iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. All of the web browsers listed in this paragraph, and any others added by Vision Internet at its discretion are herein referred to collectively as the "Supported Web Browsers".

To receive the Upgrade Services, a non-interrupted Subscription Services Agreement must be in place from time of website launch and the VCMS code must be unmodified.

Upgrade Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.

- Modification of third-party products.
- Updates to provide compatibility to third-party products, except for those included in VCMS.
- Upgrades that require modification to website design.
- System configuration, website content editing and/or formatting, website design, custom data updates, etc.

(c) **Support Services**

Support Services is defined as technical support for the unmodified VCMS. Vision Internet will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 7:00 AM to 5:00 PM Pacific Time Monday through Friday excluding holidays (“Business Hours”), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as the website being down for more than ten (10) minutes.

(d) **Redesign Services**

At the conclusion of year four of an uninterrupted Subscription Services agreement, the Client will be entitled to a basic graphic redesign of one (1) website. Basic graphic redesign does not include Design Themes. Services shall include:

- Project Management
- Wireframe Development
- Graphic Design Development with one preliminary concept
- Graphic Production

Vision Internet will not develop a sitemap or new content as part of the redesign, but will assist the Client in transferring existing content into the new design.

2. Fees

Rate: \$6,600 per year payable to Vision Internet in U.S. funds in advance, which rate shall be increased by five percent (5%) per year for any year following the Initial Term as provided in Section 3 (“Term”) below. Vision Internet shall invoice Client annually at least sixty (60) days in advance of the start of service or any renewal term as defined below. Any services not covered in this Agreement will be subject to additional fees and will be considered extra work (“Extra Work”). Extra Work will be billed at Vision Internet’s prevailing hourly rates, which are currently as follows: HTML Programming, Content Migration, \$85/hr; Graphic Production \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr. Client shall be responsible for any or all additional fees including, without limitation: software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours not deemed an emergency as defined above will be subject to a minimum fee of \$135.

3. Term

The Subscription Services will begin when the website is hosted on the production server and remain in effect for a period of one (1) year thereafter (the “Initial Term”). Unless and until one party has given written notice to the other party of its intent not to renew this Agreement, with or without cause, at least thirty (30) days prior to the anniversary of the expiration of the Initial Term, this Agreement will continue in effect on a year-to-year basis thereafter for not more than four (4) additional years. If the term of this Agreement is extended or renewed in accordance with the foregoing, all of the terms and conditions of this Agreement shall continue, unmodified, in full force and effect, until the end of the last applicable renewal or extension term, except that the annual rate of \$6,600 payable to Vision Internet shall be increased by five percent (5%) per year, for any annual renewal term extending the term hereof.

///

4. Subscription Services Website Usage

(a) The Client shall use the Subscription Services in strict accordance with, but not limited to, all local, state, and federal laws. The Client shall not use the Subscription Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. The Client hereby represents and warrants that any text, data, graphics, or any other material displayed or published by the Client on its Website is, and shall continue to be, throughout the term of this Agreement, free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscene or libelous material.

(b) The Client represents and warrants that it has or has obtained all rights necessary to display all the images, data, information or other items being displayed at the Client's Website. The Client expressly authorizes Vision Internet to display those images, data, information or other items.

(c) The Client shall not misuse any of Vision Internet's resources or cause any disruption to Vision Internet's business ("Misuse"). Examples of Misuse include, but are not limited to, the display of pornography or linking to pornographic material, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner (including, but not limited to, what is commonly referred to as "Spam").

(d) The Client shall not use any process, program or tool via Vision Internet for gaining unauthorized access to the accounts of other parties, including but not limited to, other Vision Internet clients, customers or account holders or other Vision Internet systems. The Client shall not use Subscription Services to make unauthorized attempts to access the systems and networks of others. Client shall not use Vision Internet's services as a door or signpost to another server.

(e) The Client shall not use Subscription Services in a manner in which system or network resources are denied to other Vision Internet clients, customers or account holders. This includes, but is not limited, to excessive memory usage and programs that consume excessive CPU resources.

(f) The Client will have password access to the VCMS through the Subscription Services. The Client agrees to be responsible for keeping all passwords secure and will immediately notify Vision Internet if a password is lost, stolen or compromised in any way. The Client shall be responsible for all use of Subscription Services accessed through the Client's passwords. The Client's passwords are not transferable to any third party and are subject to any limits established by Vision Internet.

5. Disclaimers and Acknowledgments

(a) The Internet

(i) The Client acknowledges that, when using the Internet, the Client is using a completely different physical network than the Vision Internet communications network and different content than available on Vision Internet. The reliability, availability and performance of resources accessed through the Internet are beyond Vision Internet's control and are not in any way warranted or supported by Vision Internet. The Client acknowledges that safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Vision Internet makes no warranty that any systems accessed will be free of computer viruses. The Client is responsible for making backup copies of its files. The Client assumes all risk and liability of its use of the Internet.

(ii) [Paragraph stricken.]

(iii) Vision Internet does not warrant (a) any connection to, transmission over, nor results or use of, any network connection or facilities provided under this Agreement or (b) any third-

party applications and software obtained by, for, or on behalf of Client. **VISION INTERNET MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THE SUBSCRIPTION SERVICES FOR ANY PARTICULAR PURPOSE WHATSOEVER.** Vision Internet assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, service interruptions of any kind, or to third-party applications and software used by Client.

(iv) The Client acknowledges that the information available through the Internet may not be accurate. Vision Internet has no ability or authority over the material. In addition, Vision Internet has no liability for the quality, accuracy, or validity of the data/information delivered over the Internet. Use of information gathered through the use of Vision Internet services is at the risk of the Client.

(b) **Domain Name and Secure Digital Certificate**

Client is responsible for all fees charged by the registrar (i.e. Verisign or Dotster) including setup and renewal fees. Client shall be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees. Vision Internet shall not be responsible for maintaining or renewing domain names, digital certificates, or any other third party registrations.

6. Indemnification

(a) Vision Internet will defend, hold harmless and indemnify Client from and against all liability costs and expenses including reasonable attorney fees resulting from claims of injury to person, damages to property, or monetary damages arising out of Vision Internet's negligence or intentional misconduct.

(b) [Paragraph stricken.]

7. Defaults

The occurrence of any one or more of the following shall constitute an Event of Default under this Agreement:

(a) Any Misuse by either Party of the other Party's resources that disrupts the other Party's operations.

(b) Either Party's breach of any representation, warranty, term or provision of this Agreement.

8. Remedies

(a) If Vision Internet discovers that the Client is displaying content that is in violation of any of the foregoing provisions, Vision Internet may discontinue or suspend access to the Client's Website upon notice, until the violating item(s) have been resolved. However, the Client shall remain liable for all payments due under this Agreement as if access had not been interrupted;

(b) If an Event of Default occurs, Vision Internet may immediately discontinue or suspend access to the Client's Website upon notice and may immediately terminate this Agreement. However, if access is only suspended, the Client shall remain liable for all payments due under this Agreement as if access had not been interrupted; and/or

(c) If an Event of Default occurs and remains uncured for at least ten (10) days after the aggrieved Party's delivery of written or email notice to the other Party, the aggrieved Party may immediately terminate Subscription Services and this Agreement.

9. Documents & Data; Licensing of Intellectual Property

This Agreement creates a non-exclusive and perpetual license for Client to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Vision Internet under this Agreement (“Documents & Data”), to which Vision Internet retains ownership of all intellectual property rights. Notwithstanding anything to the contrary in any of the agreement documents, Client understands and agrees that Vision Internet shall retain all right, title, and interest to the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components.

10. Assignment/Subcontracting

Neither party may assign any rights or obligations under this Agreement or any Statement of Work without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vision Internet may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vision Internet of its duties under this Agreement.

11. Time of the Essence

The parties agree that TIME IS OF THE ESSENCE with respect to Vision Internet’s performance of all provisions of this procurement.

12. Taxes

As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vision Internet with a copy of its Sales and Use Tax Exemption Certificate. Vision Internet shall bear the burden of providing its suppliers with a copy of the City’s tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.

13. Notices

Any notice provided pursuant to this Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

109 3rd Ave. South
P.O. Box 305
Franklin, TN 37065-0305
FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

In the case of Vision Internet:

Vision Internet Providers, Inc. _____

Attn: Steve Chapin

Cc: Rose De Vries

Re: City of Franklin Contract No. 2013-0078

2530 Wilshire Blvd., 2nd Floor _____

_____ Santa Monica, CA 90403 _____

FAX: 310/656-3103 _____

E-mail: contracts@visioninternet.com _____

14. Confidentiality and Proprietary Rights

Vision Internet waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City’s users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation

and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vision Internet if a request for documents has been made and shall give Vision Internet a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vision Internet agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vision Internet's representation that materials supplied by Vision Internet (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vision Internet and Vision Internet assumes control over that claim.

15. Derivative Works

To the extent that the Agreement contains Vision Internet's reservation of rights, such definitions and limitations are superseded by the following, subject to Section 9 ("Documents & Data; Licensing of Intellectual Property"): "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.

16. Arbitration/Mediation

No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.

17. Warranties/Limitation of Liability/Waiver

City reserves all rights afforded to local governments under law for all general warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vision Internet to limit its liability shall be void and unenforceable.

18. Severability

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

19. Precedence

In the event of conflict between the provisions of this Agreement and any contract, agreement or other document which this Agreement may accompany, the provisions of this Agreement will to the extent of such conflict take precedence unless such document expressly states that it is amending this Agreement.

20. Indemnification

Vision Internet agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.

21. Additions/Modifications

If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other

writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

22. Termination

Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate this Agreement, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by Vision Internet, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, Vision Internet shall be entitled to receive any amounts due as a result of goods and equipment already delivered, or already in transit to the City and/or services already rendered to or already performed for the City; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree. The foregoing is subject to Section 9 ("Documents & Data; Licensing of Intellectual Property").

23. Breach

Upon deliberate breach of this Agreement, or of any contract, agreement or other document which this Agreement may accompany, by either party, the non-breaching party shall be entitled to terminate this Agreement after providing notice pursuant to Section 13 ("Notices") above and the breaching party fails to cure within 30 days from such notice, with all of the remedies it would have in the event of termination under section 18 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.

24. Default

If Vision Internet materially fails to perform or comply with any provision of this Agreement, or of any contract, agreement or other document which this Agreement may accompany, and Vision Internet fails to cure within 30 days from the City providing Vision Internet notice pursuant to Section 13 ("Notices") above, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vision Internet; (ii) may consider such material failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law.

25. Service Interruption

Notwithstanding Section 23 ("Breach") and Section 24 ("Default") above, and in the event of downtime and service interruption for Hosting Services hereunder, City shall provide Vision Internet notice pursuant to Section 13 ("Notices") above, and Vision Internet shall have 48 hours to cure downtime and service interruption after receiving such notice.

26. Survival

This Agreement shall survive the completion of or any termination of any contract, agreement or other document which this Agreement may accompany.

26. Other

(a) The headings in this Agreement are intended solely for convenience and shall be given no effect in the construction or interpretation of this Agreement.

(b) The Parties agrees that a failure to exercise or delay in exercising any right, power or privilege on the part of either Party will not operate as a waiver or estoppel thereof.

(c) Neither the course of conduct between parties nor any trade practice shall act to modify

the provisions of this Agreement except as expressly stated herein.

(d) This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of Tennessee. Further, jurisdiction and venue for any cause of action or claim with respect to the services provided hereunder shall be exclusively in Williamson County, Tennessee.

(e) [Paragraph stricken.]

(f) [Paragraph stricken.]

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

(h) [Paragraph stricken.]

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

(j) This Agreement, together with Appendix No. 1 attached hereto, is the entire, complete, final and exclusive expression of the parties with respect to the Subscription Services and supersedes all other agreements or understandings, whether oral or written, or entered into between Client and Vision Internet prior to the execution of this Agreement related thereto. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

(k) It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties. If any provision of this Agreement is determined to be invalid, all other provisions shall remain in full force and effect.

(l) This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Vision Internet's receipt of an executed copy of this Agreement and receipt of any sums of money that are provided for herein.

[Signature page follows.]

///

///

///

///

///

///

CoF Contract No. 2013-0078

CITY OF FRANKLIN, TN

DATE: _____ By: _____
Ken Moore, M.D. Title: Mayor

Approved as to form: *Kristen L...*
Attorney for City of Franklin, TN

VISION INTERNET PROVIDERS, INC.

DATE: _____ By: _____
STEVEN CHAPIN Title: President

Appendix No. 1 to Subscription Services Agreement

Client and Vision Internet may have already entered into one or more separate agreements which specify (1) the inclusion of Included and/or Optional Interactive Components and Features and/or (2) browser compatibility, and/or (3) hosting provisions. To the extent that any prior agreement entered into by and between Vision Internet and Client conflicts with this Agreement, then the terms and conditions of this Agreement shall supersede, replace, and amend any and all conflicting provisions of such prior agreement.

1. Included Interactive Components and Features

The following are the initial Included Interactive Components and Features provided in Client's project, subject to upgrades and revisions based on Vision Internet's then current Included Interactive Components listed on the Roadmap. Additional options may be available and can be added for an additional fee:

SITE ADMINISTRATION AND SECURITY

- | | |
|---|---|
| • Audit Trail Log | • Flexible Site Variable Settings |
| • Backend Content Title Search | • Image Library |
| • Backend Dashboard | • Page Template Library |
| • Broken Link Reporter | • Personal Toolbar |
| • Content Review and Publishing | • Role-Based Security |
| • Component Manager | • Scheduled Content Review |
| • Content Scheduling | • SiteMaster™ Template Builder |
| • Context Sensitive Online Help | • Submission Validation (reCAPTCHA) |
| • Departmental Page Restrictions | • Recycle Bin |
| • Document Central | • Updated and Expired Content Reporting |
| • Drag and Drop Multiple File and Image Uploading | • Web Traffic Statistics |
| • Email Address Masking | • Widget-based Layout Options |
| • Enhanced User Interface | • Workspace |

CONTENT EDITING

- | | |
|---------------------------|-------------------|
| • Advanced WYSIWYG Editor | • Table Wizard |
| • Search and Replace | • Undo/Redo |
| • Spell Checker | • User Commenting |
| • Style Gallery | • Version Control |

ADVANCED NAVIGATION MANAGEMENT

- | | |
|---------------------------------------|----------------------------|
| • Automatic Breadcrumbs | • Navigation Control |
| • Connected Pages | • Navigation Redirect |
| • Content Categories | • Page Linking |
| • Dynamic Drop Down Menus | • Quick Links |
| • Error 404 (Page Not Found) Handling | • Single-Source Publishing |
| • External Link Splash Page | • Site Search (Google CSE) |
| • Friendly URL Redirect | • Sitemap Generator |

USER EXPERIENCE AND INTERACTIVITY

- Business Directory
- Community Spotlight
- Dynamic Calendar System
- Dynamic Homepage
- Facilities Directory
- Facilities Reservations
- Feedback Form
- Form Builder
- Frequently Asked Questions
- In-page Content Editing
- Job Posts
- News
- RFP Posts
- Rotating Homepage Banners
- Service Directory
- Staff Directory
- Sticky News
- Weather Update

DEPARTMENT MANAGEMENT

- Department-Level Administration
- Department-Level Navigation
- Department-Level Sitemap

OUTREACH, MEDIA, AND SOCIAL NETWORKING

- Audio and Video Embedding
- Bookmark and Share
- eNotification
- Emergency Alert (site wide)
- Facebook FeedReader™
- Forward to a Friend
- GovTrack CRM™
- OneClick Social Networking™
- Photo Gallery & Slideshow
- RSS FeedReader™
- Twitter FeedReader™

ACCESSIBILITY

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer Friendly Pages
- Table Accessibility Tools

ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

- Approval Cycle

2. Customizations

The following are customizations provided in Client's project:

None

MEMORANDUM

August 30, 2013

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator
Russell Truell, Assistant City Administrator / CFO
Milissa Reiersen, Communications Manager
Brian Wilcox, Purchasing Manager

SUBJECT: Consideration of sole-source purchase, from Vision Internet Providers, Inc., a California corporation, of services necessary to purchase annual website subscription services in the amount of \$6,600 for the initial one-year term with options to renew at specified rates for not more than four (4) additional years (\$32,000 budgeted in 110-82510-41330 for fiscal year 2014; contract no. 2013-0078)

Purpose

The purpose of this procurement is to purchase annual website subscription services for not more than five (5) years.

Background

Staff is of the opinion that the proposed purchase, if authorized, would be a sole-source purchase. Because this procurement consists of software hosting and client support services relative to the City's existing public website, the only vendor that may perform the requested services is the current vendor, Vision Internet Providers, Inc. A copy of the recommended contract with the vendor is attached.

Financial Impact

The purchase consists of annual website subscription fees in the amount of \$6,600 for the initial one-year term with options to renew for fees increased by five percent (5%) per year for any year following. The Administration Department (Communications division) budget for fiscal year 2014 allocates \$32,000 out of the General Fund for the purchase of website redesign and CMS upgrade.

Options

Currently, the software is hosted by the City. If preferred, the City could continue to host the software. Alternatively, the City could decide to solicit competitive proposals for the complete replacement of the City's public website.

Recommendation

Staff recommends that the City accept the pricing quoted by Vision Internet Providers, Inc., a California corporation, and approve the sole-source purchase, pursuant to a contract contingent upon Law Department and City Administrator approval, for annual website subscription services in the amount of \$6,600 for the initial one-year term with options to renew at specified rates for not more than four (4) additional years. Purchasing Manager Brian Wilcox is of the opinion that the proposed sole-source purchase appears to be justified, and that the staff recommendation appears to be made in a fair and impartial manner based upon the information presented.