

MEMORANDUM

DATE: September 14, 2016
TO: **"ORIGINAL"**
CITY CLERK
FROM: Shelby Reisinger *SR*
Procurement Management Department
SUBJECT: Authorization to Release Contract

CONTRACT: #20160009
CONTRACT TITLE: City Web Design

VENDOR NAME: Vision Technology Solutions, LLC
VENDOR ADDRESS: 222 N. Sepulveda Blvd., Suite 1500
CITY & STATE: El Segundo, CA 90245

APPROVED BY COUNCIL: September 12, 2016
13c) – VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION INTERNET PROVIDERS, CITY WEB DESIGN, #20160009, ONE-TIME EXPENSE OF \$74,700, FOR IMPLEMENTATION, CONVERSION, AND TRAINING, PLUS AN ANNUAL SUBSCRIPTION EXPENSE OF \$18,095, FOR A TOTAL ANTICIPATED EXPENSE OF \$165,175, SUBSCRIPTION EXPENSE SHALL START ONE YEAR AFTER ACCEPTANCE DATE OF THE DESIGN AND REMAIN THE SAME RATE FOR FIVE YEARS

Please sign two originals and return to Shelby Reisinger in Procurement Management Department.

Thank you.

RECEIVED
SEP 14 2016
Procurement Management Department

RECEIVED
SEP 14 2016
CITY MANAGER'S OFFICE



creating what's next
for the City of Port St. Lucie

Project Name: Bid No. 20160009 City Web Design

List of Services
Vision will perform the following services for the City of Port St. Lucie: • Website Development Services • visionLive™ Subscription Services

Contacts

City Project Managers
• Name: Kristina Ciuperger, Director of Communications • Address: Communications Department, 121 S.W Port St. Lucie Blvd, Port St. Lucie, FL 34984 • Phone: 772-871-5219 • Email: kciuperger@cityofpsl.com
• Name: Avi Monina • Address: MIS Department, 121 S.W Port St. Lucie Blvd, Port St. Lucie, FL 34984 • Phone: 772-871-4339 • Email: amonina@cityofpsl.com
City Contract Contact
• Name: Cheryl Shanaberger, Director, Procurement Management Department • Address: Procurement Management Department, 121 S.W Port St. Lucie Blvd, Port St. Lucie, FL 34984 • Phone: 772 871 7390 • Email: CherylS@cityofpsl.com
Vision Project Manager
• Name: David Rodriguez, or his designee • Address: 222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245 • Phone: (310) 656-3100 • Email: • Fax: (310) 656-3103
Vision Contract Contact
• Name: Contract Administrator • Address: 222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245 • Phone: (310) 656-3100 • Email: contracts@visioninternet.com • Fax: (310) 656-3103



terms and conditions

This Master Services Agreement ("**Agreement**") is made and entered into effective as of October 1, 2016 (the "**Effective Date**") by and between Vision Technology Solutions, LLC dba VISION INTERNET PROVIDERS ("**Contractor**"), and the customer which is a signatory hereto ("**Client**"). Client and Contractor are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

1. Services. This Agreement (which includes and incorporates the Addendum(s) attached hereto and Contractor's acceptable use policy ("**AUP**") posted at www.visioninternet.com) sets forth the entire terms and conditions by which Contractor will deliver and Client will receive any and all of the services provided by Contractor, including one or more of the following: website development, visionLive™ subscription services, maintenance services, and/or other extra work and services (collectively, the "**Services**") and supersedes all other written or oral agreements, proposals or understandings with regard to the Services provided for herein. This Agreement is intended to cover any and all Services ordered by Client and provided by Contractor.

Contractor will provide Services to Client as requested by Client and as set forth in the applicable Addendum(s) in exchange for payment of related fees specified in such Addendum(s), and compliance with the terms and conditions of this Agreement, and compliance with Contractor's AUP as such policy may change from time to time. In the event of conflict with an Addendum with respect to the terms of this main body of this Agreement, then this Agreement shall govern.

2. Subsequent Extra Work/Other Services. Additional services not initially covered in this Agreement (including the Addendum referenced above) and extra hours will be presented to Client for approval prior to commencement of work ("**Extra Work**"). Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as Addendum C-1, C-2, etc., as applicable, and such Addendum shall become part of this Agreement when executed by both parties. Such addendum will be billed at Contractor's then prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours for support services unrelated to the website being down for more than ten (10) minutes will be subject to a minimum fee of \$135. One instance of Meetings Manager shall cost \$2,000; provided however, Client and Contractor enter into the applicable addendum on or before March 1, 2017.

3. Ownership; Limited Licensing of Intellectual Property.

3.1. Designs. Upon payment in full of the website development fees provided under Addendum A, Contractor grants a non-exclusive, non-transferrable, and perpetual license for Client to reproduce, modify or create derivative works for its own use, public display, and use any and all of Contractor's copyrights in the homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the "**Contractor Designs**") embodied in Client's website, which are prepared or caused to be prepared by Contractor under this Agreement. The Contractor Designs provided under this Agreement is licensed and not sold. Client understands and agrees that the Contractor Designs as a whole is an original work of authorship by Contractor and that Contractor shall retain all rights, title, and interests therein. Contractor retains its right to use any web pages developed for the Client in any of its own promotional materials as examples of its work.

3.2. Vision Content Management System™. Contractor also grants a limited, non-exclusive, and non-transferrable license for Client to use the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool, collectively, the "**VCMS**"), and Dynamic and Interactive Components of the VCMS to the extent necessary for the Client's use and operation of its website; provided, Client does not modify the VCMS and maintains a visionLive™ Subscription in accordance with this Agreement and Addendum B. The VCMS provided under this Agreement is licensed and not sold, and Client understands and agrees that Contractor shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Contractor intellectual



property not provided for in this Section.

4. Limited Warranty. If Contractor performs Website Development and/or Custom Programming services, Contractor warrants that the deliverables set forth in Addendum A will be conveyed to Client upon transfer of the website to the production server with a public Internet Protocol address ("**Completion**"). All programming code developed by Contractor within Addendum A is warranted to be free of any material errors or bugs that prevent the code from performing as originally intended ("**Warranted Problem**"); provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. In the event of breach of the limited warranty in this Section, Client's sole remedy and Contractor's entire liability shall be limited to Contractor's correction of the Warranted Problem. Except as expressly set forth above, CONTRACTOR MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor 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, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.

5. Rights Regarding Content. Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by such Party and being displayed on the Client's web pages during the effective period of this Agreement. Contractor agrees that Client will retain ownership of all information and content (including Client provided logos and images) owned exclusively by Client and provided by Client for use on its website. Client shall supply all necessary information to Contractor in a timely manner in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics. Contractor is not responsible for content migrated by Client or any third party. Client expressly authorizes Contractor to display and/or modify any Client supplied images, data, information and other items in connection with the services provided herein.

6. Contractor's Mark. Client agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

7. Indemnity.

7.1. Indemnification of Contractor. Client will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all Costs resulting from any claim of injury to person, damages to property, or monetary damages arising out of Client's negligence or intentional misconduct or failure to perform obligations under this Agreement.

7.2. Intellectual Property Indemnity. Contractor will defend, hold harmless and indemnify Client against any third-party action, suit, or proceeding ("**Claims**") for infringement or alleged infringement of any United States' letters patent, trademark, or copyright ("**Intellectual Property**") contained in Contractor's VCMS provided under this Agreement. Notwithstanding the foregoing, Contractor shall have no defense or indemnity obligations for Intellectual Property modified by a party other than Contractor, for Intellectual Property modified in accordance with Client's specifications or instructions, or Claims of infringement based on Client's other products or other third-party products.

8. Timing. Estimated times are included for convenience. Actual times will vary depending on Client interaction and participation. However, the Parties agree to reasonably cooperate with one another in all respects including, if applicable, in the construction and design of the website in a timely manner.



9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California, excluding choice of law provisions thereof. Any cause of action of Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("**UCITA**"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of its applicability pursuant to its provisions. In the event a judicial proceeding is necessary, except for permitted equitable relief, the sole forum for resolving disputes arising under or relating to this Agreement are the State and/or federal district courts located in the County of Los Angeles, State of California, and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in the County of Los Angeles, State of California. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venue on grounds of inconvenient forum. Service of process may be made in any manner provided for by applicable law.

10. Modification and Waiver.

10.1. Modification. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties.

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

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

11. Confidentiality. Except as permitted by law, Contractor activities and all discussions regarding Client website development, including without limitation demonstrations, know-how, techniques, designs, specifications, drawings, compilations, diagrams, models, samples, flow charts, business, strategic and marketing plans, and other technical, financial or business information of Contractor, shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of Client, and shall be used only in furtherance of the Services provided under this Agreement.

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

13. Interpretation. 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.

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

15. Prevailing Party. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party prevailing shall be entitled to reasonable attorney's fees and court and expert costs incurred by reason of such action.

16. Independent Contractor Relationship. The relationship of Contractor, including, without limitation, its employees and subcontractors) with Client is that of an independent contractor and nothing in this Agreement and/or any Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor acknowledges and agrees that neither it, nor any of its employees or subcontractors, is or shall be an agent of



Client and none of the foregoing is or shall be authorized to make any representation, contract, or commitment on behalf of Client.

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

18. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

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

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

21. Survival. The terms and conditions of Sections 4 (Limited Warranty), 7 (Indemnity), 9 (Governing Law & Venue), 11 (Confidentiality), 15 (Prevailing Party), 21 (Survival) and 24 (No Hire) shall survive any termination or expiration of this Agreement.

22. Cooperative Programs. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

23. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

24. No Hire. During the period Contractor provides any Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, solicit or offer to hire, hire, or retain as an employee or contractor persons employed or retained then or within the preceding six (6) months by Contractor (or any of its affiliates), without Contractor's prior written consent in each instance; provided, nothing contained herein shall prevent employment of any person who responds to a general media advertisement or non-directed search inquiry, or who makes an unsolicited contact for employment. If Client violates this Section and hires or retains any such person(s), then Client shall immediately pay to Contractor, as liquidated damages, an amount equal to the annual gross compensation (including all salary, commissions, and bonuses, whether paid in cash, equity or otherwise) paid to or earned by the applicable person(s) in the preceding twelve-month period.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto, except that Contractor may assign this Agreement without Client's consent to an "**Affiliate**" of Contractor or in connection with an acquisition of Contractor, merger (whether Contractor is the surviving or disappearing entity) or consolidation of Contractor with another entity, or in connection with the sale, assignment, or majority transfer of any stock, membership or other ownership interest in Contractor. "**Affiliate**" shall mean (a) a domestic entity formed, existing and governed pursuant to the laws of one of the fifty (50) states of the United States of America (or the District of Columbia) controlling, controlled by, or under common control with Contractor.

26. Term. This Agreement will remain in effect for 6 years from the Effective Date ("**Initial Term**"). Thereafter, it will renew for successive 1 year periods. After the initial development phase, the Client may terminate with or without cause by providing thirty (30) day notice in writing. Upon delivery of said notice the Contractor shall discontinue all services in connection with performance of this Contract and shall proceed to cancel promptly all related existing third party

VISION™

Contracts. Termination of the Contact by the Client pursuant to this paragraph shall terminate all of the Client's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. If Client terminates the Contractor's visionLive™ Subscription Services for convenience, Client shall not be entitled to a refund of any amounts already paid for those Subscription Services which have yet to be rendered through the year of the effective date of termination. Client shall permanently delete all copies of the VCMS upon termination of this Agreement.

The Contractor acknowledges that the Client's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the Client may terminate this Contract and that no charges, penalties or other costs shall be assessed.

27. Notices. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as indicated on Page 1 of this Agreement.

28. Invoices. Contractor will submit itemized invoices to Client for the payments required by the applicable Addendum(s), and all invoices will be due and payable within 30 days. Payments not received by Contractor 30 days after the date of the invoice will be considered delinquent. A finance charge of 1.5% per month will apply if full payment is not received 45 days after the date of the invoice. Returned checks are subject to a charge of \$25.00. Client agrees to be liable for all costs of collection of any delinquent invoices including, but not limited to, collection agency fees, reasonable attorneys' fees, and court costs.

IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be signed by their duly authorized representatives.

"Client"

CITY OF PORT ST. LUCIE

Signature: Jeff Bremer
Name: Jeff Bremer
Title: City Manager
Date: 9-14-16

"Contractor"

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION INTERNET PROVIDERS

Signature: David M. Nachman
Name: David M. Nachman
Title: Chief Executive Officer
Date: August 26, 2016

Addendums:

- A Website Development Services (and/or Other Services, if applicable)
- B visionLive™ Subscription Services
- C Extra Work (if and when applicable): not applicable at this time.
- D Maintenance Services: not applicable at this time.



Addendum A

website development services

Included Services

Pursuant to the terms herein, Contractor agrees to provide website development services as provided below in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Website development services include the following:

Navigation and Graphic Design with Plus Design Package.

Through performing advanced website analysis, the Contractor will consult with Client on how to organize Client website content. Based on this consultation, the Contractor will create a homepage layout wireframe that shows the placement of key information and dynamic content. The Client will review the homepage layout wireframe and may provide feedback to Contractor. The Contractor will recommend the best option and Client will choose or combine elements from the following: (a) video background homepage with interior pages; (b) video/image carousel background homepage with interior pages; (c) anchored scrolling homepage; (d) cards/tiles homepage; or (e) parallax homepage. The Contractor will then provide Client with one draft homepage design concept via Client-accessible software or as an email attachment ("**Delivery**"). The Contractor may revise the homepage design concept. After Client reviews the final homepage design concept, the Contractor may provide three interior page designs as applicable and available through Contractor's template builder and VCMS widget requirements. The Contractor will deliver the following:

- Advanced website analysis
- One homepage design concept
- Approved homepage design
- The following homepage options:
 - video background homepage with interior pages
 - video/image carousel background homepage with interior pages;
 - anchored scrolling homepage;
 - cards/tiles homepage; or
 - parallax homepage.

Responsive Website Design with visionDesigner™

Client's website will be implemented with Responsive Web Design (RWD) ensuring content automatically resizes to fit mobile, tablet and monitor screens. While RWD will make the website viewable across all devices, Client may need to adjust content for readability and to improve usability on smaller screens. visionMobile Designer™ enables Client to move, hide and reorder content to create an optimized mobile view of the website.

Homepage Themes

Similar to the way different background images are used on the City of West Hollywood, CA website (www.weho.org) Contractor will create two different backgrounds that will automatically change depending on the time of day. Changes will apply to the homepage and interior pages, as well as the mobile view of the website. Upon request, Contractor may perform a maximum of two major design revisions and three minor design revisions for each theme design.



WCAG 2.0 Compliance Services.

Contractor will provide a frontend website design, excluding third-party tools, sufficiently compliant with WCAG 2.0 A upon Completion and only to the extent validated by Contractor's accessible content formatting and testing process. Client will need to identify an Accessibility Lead and it is strongly recommended that Client contract with an accessibility consultant. WCAG 2.0 Compliance Services includes the following:

- ▶ **WCAG 2.0 Education Materials.** Contractor will educate Client on accessible content, and on requirements and implications for building and maintaining the website.
- ▶ **WCAG 2.0 Design Consulting.** Contractor will design the website in the spirit of WCAG 2.0 A or WCAG 2.0AA requirements. Contractor will provide one design concept as further detailed in the Navigation and Graphic Design process.
- ▶ **Accessible Content Formatting.** Up to 200 pages of Client-provided content migrated by Vision (e.g. page content, images) will be formatted to comply with WCAG 2.0 AA standards. Header sequencing, table formatting and image alt-tags will be formatted to generally comply with WCAG 2.0 AA standards. Multimedia content (e.g. videos, audio, etc.) will not be formatted to comply with WCAG standards.
- ▶ **WCAG 2.0 Testing.** Contractor will conduct testing throughout the project to ensure the development website is generally compliant with WCAG 2.0. Testing for color contrast will be conducted during the design stage. Based on the results, Contractor will consult with Client on issues that may need to be addressed. Client will provide site accessibility scanning (e.g., SortSite, SiteImprove) tool. To ensure Contractor-migrated content are generally compliant, Contractor will conduct a test on the development website prior to Contractor's delivery of the development site and after Contractor's content migration is completed. Based on the results, Contractor will consult with Client on issues that may need to be addressed.
- ▶ **WCAG Accessibility Statement.** Contractor will collaborate with Client's Accessibility lead to create an Accessibility Statement page to be placed on the website.

Vision Content Management System™ Interactive Components and Features.

The Contractor will implement Client's website using the VCMS. Customization of the VCMS includes the frontend graphic design and layout as well as adding or subtracting fields.

The VCMS will be implemented with the components provided under Addendum B.

Integration of Third-Party Components and Databases.

- ▶ None at this time.

Additional HTML Template

The Contractor will provide Client an HTML template that vendors of third-party components can use. Contractor will also integrate links to these third-party components into the overall website navigation. Additional web-interfaces with third-party databases and systems are outside the scope of work of this Addendum A.

Website Development Fees

Client agrees to pay Contractor for Website Development as follows:

1. **Price.** Contractor agrees to perform work set forth in this Addendum A for \$74,700.

Service	Cost
Website Development Package	
1 day consultation session via remote meeting service	
Navigation and Graphic Design	\$31,530
VCMS	
Up to 500 pages of content migration	\$4,000



Plus Design Package	\$9,500
Homepage Themes - (1) Day and (2) Night	\$2,500
Two consecutive days of onsite training	\$4,540
One-time implementation of Approval Cycle	\$4,630
One-time implementation of Mega Menu Designer	\$2,750
WCAG 2.0 Compliance Services	\$9,500
3 Design Themes	\$5,750
Total	\$74,700

2. Payment. Contractor will submit itemized invoices to Client for the payments required by this Section, and all invoices will be due and payable within 30 days:

- (a) An initial payment equal to 10% of the total cost;
- (b) A payment equal to 20% of the total cost upon completion of the homepage layout wireframe;
- (c) A payment equal to 20% of the total cost upon Contractor's Delivery of the draft homepage design concepts to the Client;
- (d) A payment equal to 20% of the total cost upon implementation of the website into the VCMS on a Contractor-hosted development server; and
- (e) A payment equal to 30% of the total cost upon Completion; provided, however that Client has completed training. If Client has not completed training, then Contractor shall invoice Client at the earlier of: (i) completion of training, or (ii) 21 days after Completion.

3. Non-Contractor Hosting. If Contractor is not providing hosting services under Addendum B then, at Client's request, Contractor will assist Client with setting up the website on Client's server. A flat rate of \$475 for up to four hours of Technical Support will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate.

Additional Website Development Terms and Conditions

1. Client understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9, 10, and 11, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9, 10, and 11, and the latest released version of Chrome and Firefox at the time of Completion. Website may not be compatible with previous or future versions. Website [backend] will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("**HTML**"), CSS, JavaScript, and Microsoft ASP.NET ("**MS-ASP**") interfaced with a database created in Microsoft SQL Server ("**MS-SQL**"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("**MS-Server**"), or later. Responsive Website Design with visionMobile Designer™ mobile browsers will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer, but may not be compatible with previous or future versions. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "**Supported Web Browsers**".

2. Client understands and agrees that the website frontend design and content migrated by Contractor will be implemented to be compliant with WCAG 2.0 standards as provided under this Addendum. Notwithstanding the foregoing, Contractor is not responsible for content or design modified by a party other than Contractor, for content or design modified in accordance with Client's specifications or instructions, or for content migrated or design revisions made by a party other than Contractor after delivery of the development website. Client further understands and agrees that the website backend and third-party tools may not comply with Section 508 or WCAG 2.0.



Addendum B

visionLive™ subscription services
plus edition

Subscription Services

Pursuant to the terms herein, Contractor agrees to provide Hosting Services, Support Services, and VCMS Licensing Services (collectively "**Subscription Services**") as provided below. Contractor will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Subscription Services include the following:

Hosting Services. Contractor will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique VCMS website. The shared server hosting service includes:

- ☐ SOC-certified datacenter
- ☐ Full hardware redundancy
- ☐ Redundant generator backup
- ☐ Daily data backups
- ☐ Intrusion protection
- ☐ 24/7 monitoring
- ☐ 99.9% uptime
- ☐ DDoS mitigation service
- ☐ Up to 250 GB of website content storage

Premium Disaster Recovery Services. Contractor will provide, in a separate colocation facility ("**DR Facility**"), shared website hosting on an additional Microsoft Windows Server and shared database hosting on an additional Microsoft SQL Server for one (1) unique VCMS website. The Premium Disaster Recovery Service includes:










- Data replication from primary hosting facility to DR Facility initiated every 15 minutes at minimum
- In the event of hardware failure, power failure, internet failure or natural disaster impacting Contractor's primary hosting facility (collectively, "**Failure**"), Client's website will failover to Contractor's DR facility. Contractor guarantees that a website outage resulting from a Failure shall not exceed 5 minutes. Failure shall exclude routine or scheduled maintenance, or Distributed Denial of Service (DDoS) attacks that succeed in overcoming Contractor's third-party provided DDoS defense. If the outage exceeds 5 minutes, then the following applicable credit shall be reflected in Client's next invoice following the outage:

Outage from Failure Exceeding 5 Minutes in One Calendar Month	Credit
One occurrence exceeding 5 minutes	50% of Client's Premium DR Fees for the applicable month
Two or more occurrences with each exceeding 5 minutes	100% of Client's Premium DR Fees for the applicable month
Any recovery exceeding 30 minutes, regardless of number of occurrence in one calendar month	100% of Client's Premium DR Fees for the applicable month





VCMS Licensing Services. Contractor will provide a license to the Plus edition of the VCMS, which includes the following functionalities indicated by the applicable check marks:

visionCMS™ Functionality



















Web Administration & Security

	Advanced WYSIWYG Editor	✓
	In-page Editing	✓
	User Management & Security	✓
	Navigation Management	✓
	Accessibility Features	✓
	visionMobile Designer	✓
	Approval Cycle *	✓
	Mega Menu Designer *	✓
	Extranet (Password Protected External Content)	✓

User Experience & Interactivity

	Calendar	✓
	FAQs	✓
	Facility Directory	✓
	Staff Directory	✓
	Service Directory	✓
	Google Translation	✓
	Online Form Builder	✓
	News Postings	✓
	Job Posts	✓
	Facilities/Events Registration	✓

* Requires an implementation fee

visionLive editions	Plus Edition
 Online Polling	✓
 Citizen Request Management Tool	✓
 Business Directory	✓
 RFP Posts	✓
 Online Payments	✓
 visionSearch	✓
 Job Application Manager	✓
Outreach, Media & Social Networking	
 eNotification Tool	✓
 Emergency Alerts	✓
 RSS Feeds	✓
 Facebook & Twitter Feed Readers	✓
 Audio & Video Embedding	✓
 Photo Gallery & Slide Show	✓
 visionSocial	✓
 Streaming Video Center	✓
Developer Features	
 Import/Export	✓
 APIs	✓
 Sandbox Test Environment	✓

VISION™

Additional Interactive Components and Features

None at this time.

VCMS Licensing Services include:

- Periodic functional enhancements.
- New visionLive™ Interactive Components that may be released from time to time by Contractor.
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as listed in Addendum A) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

VCMS Licensing Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Compatibility with Client's third-party products.
- Website design services.
- All other services not expressly provided for in this Agreement and its applicable Addendum(s).

Support Services. Support Services is defined as technical support, account management, and education and training for the VCMS. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 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 Client's website being down for more than ten (10) minutes. Support Services also include:

Dedicated Account Manager

Account Management*

- o Semi-annual account reviews (Health Checks)
- o Semi-annual site analytics report
- o Semi-annual graphics site audit
- o Up to 30 hours of site improvement credits**

Education and Training

- o Training and best practices webinars
- o Access to On-Demand Training Library
- o On-going new user training (via remote meeting service)
- o Monthly office hours (via remote meeting service)

* Health Checks, Site Analytics Report and Graphics Site Audit will not be performed until the second year of the Agreement and every year thereafter.

** Thirty site improvement credits will be available beginning the second year of the Agreement and every year thereafter within the Initial Term. Any unused hours in a given year may be carried over to the following year within the Initial Term and shall expire thereafter.

Customizations. The following are customizations provided in Client's project: None.

Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Addendum. Any changes, alterations or modification requested by the Client to its Website may be subject to a fee to be quoted by a Contractor representative at the time of the request. Client may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. Client may not, during the Initial Term (defined below) or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. Client acknowledges that the Subscription Services may be modified or improved because of the dynamic nature of technology. Contractor may, from time to time, make minor modifications to the Subscription Services,



as a whole or any part thereof. Such minor modifications may be implemented at any time and without notice to Client. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.

Subscription Fees

Rate: All Subscription Services provided for the Client during the first year of the Agreement shall be at no cost to Client. Contractor shall invoice Client \$18,095 per year within the Initial Term beginning the second year of this Agreement. After the Initial Term, the rate shall be increased by five percent (5%) for any and all renewal terms. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices will be due and payable by Client within 30 days. Websites exceeding 250 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment.



Addendum C-__

extra work

Sample Only.

This Addendum is made and entered into by Vision Technology Solutions, LLC ("Contractor") and CLIENT, STATE ("Client") as of the date of full execution.

Contractor and Client hereby mutually acknowledge and agree that:

1. On DATE, Contractor and Client entered into the Master Services Agreement ("Agreement"), incorporated herein by reference.
2. The Agreement, including all other terms and conditions therein, shall continue in effect.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control only to the extent of the services provided in this Addendum, and not any other subject matter covered by the Agreement.

Included Services

Extra Work Fees

Client agrees to pay Contractor as follows:

1. Price. Contractor agrees to perform work set forth in this Addendum for [\$a,bcd].
2. Payment. Contractor will submit itemized invoices to Client for the payments required by this Addendum, and all invoices will be due and payable by Client within 30 days:
 - (a) An initial payment equal to 10% of the total cost; and
 - (b) TBD.

OR

Payment. Contractor will submit an itemized invoice to Client for the payment required by this Addendum, and the invoice will be due and payable by Client within 30 days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED INDIVIDUAL OR ENTITY

This endorsement modifies insurance provided under the following:


TECHNOLOGY PROFESSIONAL ADVANTAGE FOR AVENUES

Schedule

Name of Additional Insured Individual Or Entity:

City of Port St. Lucie, a municipality of the State of Florida, its officers, employees
and agents and shall include Contract # 20160009-City Web Design
121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION F – DEFINITIONS, the definition of "You" is amended to include as an additional insured the individual(s) or entity(s) shown in the Schedule above, but only with respect to liability for "damages" caused, in whole or in part, by an "anomaly" in "your product" or "your work" caused by "you" or those acting on "your" behalf. 

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CALIFORNIA CHANGES - CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added,

increased or changed risk is included in the policy.

- (8) A material change in limits, type or scope of coverage, or exclusions in one or more of the underlying policies.
 - (9) Cancellation or nonrenewal of one or more of the underlying policies where such policies are not replaced without lapse.
 - (10) A reduction in financial rating or grade of one or more insurers, insuring one or more underlying policies based on an evaluation obtained from a recognized financial rating organization.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. If we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. We are not required to send notice of nonrenewal in the following situations:
 - a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
 - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph B.1.
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
 - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
 - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph B.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



Date: August 31, 2016

To: City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract # 20160009-City Web Design”.

Re: Vision Holdings LLC and Vision Technology Solutions LLC.
Certificate of Insurance for Commercial Auto

Please be advised that our insured, Vision Technology Services insures no scheduled vehicles. We write Hired and Non Owned Auto Liability coverage which is an included coverage under their Business Owners policy# 07WA400315.

One of your requirements is the attachment of CA9948. We do not have this form available since we are not writing scheduled autos.

Please accept this letter as confirmation of Hired and Non Owned Auto Liability coverage.

Contact me with any questions or concerns.

Vicki L. Dixon, AIM
Special Business Unit Manager
The Hauser Group

Cc: Vision Holdings LLC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA – HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Coverage	Additional Premium
A. Hired Auto Liability:	\$ included
B. Non-Owned Auto Liability:	\$ included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Throughout this endorsement the term spouse means:

Spouse or a registered domestic partner under California law.

B. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

1. Hired Auto Liability

The insurance provided under Paragraph A.1. **Business Liability in Section II – Liability**, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. Non-Owned Auto Liability

The insurance provided under Paragraph A.1. **Business Liability in Section II – Liability**, applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

C. For insurance provided by this endorsement only:

1. The exclusions, under the Paragraph B.1. **Applicable To Business Liability Coverages in Section II – Liability**, other than Exclusions a., b., d., f. and i. and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

a. "Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

b. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

2. Paragraph C. Who Is An Insured in Section II - Liability, is replaced by the following:

1. Each of the following is an insured under this endorsement to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. For a "non-owned auto":
- (1) Any partner or "executive officer" of yours; or
- (2) Any "employee" of yours but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

2. None of the following is an insured:

- a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;

b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;

c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;

d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or

e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

D. The following additional definitions apply:

1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired Auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
3. "Non-Owned Auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

5	Designer (\$2,750.00) 8. WCAG 2.0 Compliance Services (\$9,500.00) 9. 3 Design Themes (\$5,750.00) Annual Subscription Expense	\$18,095.00	\$90,475.00
Total Amount of Contract			\$165,175.00

Delivery date & time after receipt of Visa Order: 30 calendar days

Confirmation Fax #: (772) 871-7337 Confirmation E-mail Address: KKoch@cityofpsl.com

Prices are to be FOB Destination.

This order is subject to all the City of Port St. Lucie Terms & Conditions that are available on City's web site at www.cityofpsl.com and supersedes Vendors Terms and Conditions.

This form is to be completed for every complex project or purchase.