

A G R E E M E N T

THIS AGREEMENT is made and entered into this 7th day of February, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," "Client" or "Subscriber" and Vision Technology Solutions, LLC, 222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245, hereinafter referred to as "CONTRACTOR" or "Vision".

R E C I T A L S

WHEREAS, COUNTY desires to purchase professional services for web site design, content migration, and software license, installation, training, and software maintenance of a Web Content Management System from CONTRACTOR; as set forth in the COUNTY's Request for Proposal (RFP) 208-5465 dated April 25th, 2016 and all Addendums thereto (collectively, the "RFP"); and

WHEREAS, CONTRACTOR represented, via its Response to COUNTY's RFP No 208-5465, dated May 12th, 2016 (the "Response"), that CONTRACTOR's Vision Content Management System (VCMS) and related professional services will meet the stated needs of the COUNTY; and

WHEREAS, COUNTY desires CONTRACTOR to provide Software Hosting Services on a hosted system via Secure Socket Layer (SSL) and;

WHEREAS, COUNTY also desires to purchase from CONTRACTOR continuous maintenance and support for Vision Content Management System (VCMS); and

WHEREAS, COUNTY and CONTRACTOR desire to execute this Agreement for the subscription-based right to use the VCMS software, and maintenance and support of the VCMS software.

NOW, THEREFORE, the parties agree as follows:

W I T N E S S E T H

1 **I. DOCUMENTS CONSTITUTING AGREEMENT**

2 This Agreement includes the RFP and the Response, both of which are attached hereto
3 respectively as Exhibits A and B, and incorporated herein by reference.

4 **II. DEFINITIONS**

5 The following terms used throughout this Agreement are defined as follows:

6 Acceptance Test:

7 The process of testing a specific function or functions to determine if the operation or
8 operations are as stated in this Agreement.

9 Application:

10 A computer program designed to perform a group of coordinated functions, tasks, or
11 activities for the benefit of the user.

12 Change Control Process:

13 Process used by the Information Services Division of COUNTY's Internal Services
14 Department (ISD) to inform staff of new or updated production use systems.

15 Completion:

16 Transfer of the website to the production server with a public Internet Protocol address.

17 County System Hardware:

18 The central processing units owned or leased by COUNTY which are described in this
19 Agreement on which COUNTY is licensed to use the System Software, any back-up
20 equipment for such central processing units, and any peripheral hardware such as
21 terminals, printers, and personal computers as described in this Agreement.

22 Final System Acceptance:

23 When it is determined by COUNTY that all necessary deliverables have been delivered,
24 the data has been converted, the base VCMS has been successfully installed and tested,
25 and the VCMS performs all functions in accordance with its specifications.

26 First Production Use:

27 Date of first use of the System in a production environment.

1 ISD:

2 Information Services Division of COUNTY's Internal Services Department.

3 License:

4 The meaning assigned to the term "License" as defined in Section II-A of this Agreement
5 and the rights and obligations it creates under the laws of the United States of America
6 and the State of California including without limitation, copyright and intellectual property
7 law.

8 Monies:

9 The terms "Monies", "Charges", "Price", and "Fees" are considered to be equivalent.

10 System:

11 The System Software and System Documentation, collectively. Reference to the
12 "System" shall include any component thereof. All modifications and enhancements to
13 the System shall be deemed to be part of the System as defined herein and shall be
14 subject to all terms and conditions set forth herein. The System consists of the VCMS
15 which supports various Fresno County Department of Internal Services, and all
16 interfaces.

17 System Documentation:

18 The documentation relating to the System Software, and all manuals, reports, brochures,
19 sample runs, specifications and other materials comprising such documentation provided
20 by CONTRACTOR in connection with the System Software pursuant to this Agreement.

21 System Software:

22 Vision Content Management System, also known as the Vision Internet Content
23 Management System, VCMT, VCMS and the Vision Content Management Tool,
24 collectively, the "**VCMS**"), that certain computer software described in this Agreement
25 provided by CONTRACTOR, and all interfaces, coding, tapes, disks, modules and
26 similar materials comprising such software or on which it is stored. System Software
27 shall not include operating system software, or any other Third-Party Software.

1 User:

2 The terms "User", "Customer" and "Licensee" all refer to COUNTY and are considered
3 to be equivalent throughout this Agreement.

4 Warranted Problem(s):

5 Errors or bugs on the System Software that prevent the code from performing as originally
6 intended.

7 **III. OBLIGATIONS OF THE CONTRACTOR**

8 A) OWNERSHIP AND LIMITED LICENSING OF INTELLECTUAL
9 PROPERTY FOR CONTRACTOR DESIGNS.

10 Upon payment in full of the one-time fees provided under Section VII-
11 B., CONTRACTOR will grant a non-exclusive, non-transferrable, and
12 perpetual license for COUNTY to reproduce, modify or create derivative
13 works for its own use, public display, and use any and all of
14 CONTRACTOR's copyrights in the homepage layout wireframe, sitemap,
15 draft homepage design concept(s) interior page layouts (collectively, the
16 "CONTRACTOR Designs") embodied in COUNTY's website and intranet,
17 which are prepared or caused to be prepared by Contractor under this
18 Agreement. The CONTRACTOR Designs provided under this Agreement
19 are licensed and not sold. COUNTY understands and agrees that the
20 CONTRACTOR Designs as a whole are an original work of authorship by
21 CONTRACTOR and that CONTRACTOR shall retain all rights, title, and
22 interests therein. CONTRACTOR retains its right to use any web pages
23 developed for the COUNTY in any of its own promotional materials as
24 examples of its work.

25 B) SYSTEM SOFTWARE SUBSCRIPTION-BASED LICENSE

26 CONTRACTOR also grants a limited, non-exclusive, and non-
27 transferrable license for COUNTY to use two instances of the Vision
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1 Content Management System™, and Dynamic and Interactive
2 Components of the VCMS to the extent necessary for the COUNTY's use
3 and operation of its website and intranet; provided, COUNTY does not
4 modify the VCMS and maintains a visionLive™ Subscription in
5 accordance with this Agreement. The VCMS provided under this
6 Agreement is licensed and not sold, and COUNTY understands and
7 agrees that CONTRACTOR shall retain all rights, title, and interests in the
8 VCMS, Dynamic and Interactive Components, and any other
9 CONTRACTOR intellectual property not provided for in this Section.

10 1. SCOPE OF LICENSE

11 The license granted herein shall consist solely of the non-exclusive,
12 non-transferable right of COUNTY to operate the System Software in
13 support of all COUNTY departments.

14 2. OWNERSHIP

15 The parties acknowledge and agree that, as between CONTRACTOR
16 and COUNTY, title and full ownership of all rights in and to the System
17 Software, System Documentation, and all other materials provided to
18 COUNTY by CONTRACTOR under the terms of this Agreement shall
19 remain with CONTRACTOR. COUNTY will take reasonable steps to
20 protect trade secrets of the System Software and System Documentation.
21 COUNTY may not disclose or make available to third parties the System
22 Software or System Documentation or any portion thereof.
23 CONTRACTOR shall own all right, title and interest in and to all
24 corrections, modifications, enhancements, programs, and work product
25 conceived, created or developed, alone or with COUNTY or others, as a
26 result of or related to the performance of this Agreement, including all
27 proprietary rights therein and based thereon. Except and to the extent
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1 expressly provided herein, CONTRACTOR does not grant to COUNTY
2 any right or license, express or implied, in or to the System Software and
3 System Documentation or any of the foregoing. The parties acknowledge
4 and agree that, as between CONTRACTOR and COUNTY, full ownership
5 of all rights in and to all COUNTY data, whether in magnetic or paper
6 form, including without limitation printed output from the System, are the
7 exclusive property of COUNTY.

8 3. POSSESSION, USE AND UPDATE OF SOFTWARE

9 COUNTY agrees that only COUNTY will use the System Software for
10 its own internal purposes and shall not further sublicense the System
11 Software. CONTRACTOR may, at reasonable times, inspect COUNTY's
12 premises and equipment to verify that all of the terms and conditions of
13 this license are being observed. CONTRACTOR may create, from time to
14 time, updated versions of the System Software and System
15 Documentation and CONTRACTOR shall make such System Updates
16 available to COUNTY. System Updates shall be licensed under the terms
17 of this Agreement. COUNTY agrees to follow the prescribed instructions
18 for updating System Software and System Documentation provided to
19 COUNTY by CONTRACTOR.

20 4. TRANSFER OF SOFTWARE

21 COUNTY shall not rent, lease, license, distribute, sell, transfer, or
22 assign this license, the System Software, or the System Documentation,
23 or any of the information contained therein other than COUNTY data, to
24 any other person or entity, whether on a permanent or temporary basis,
25 and any attempt to do so will constitute a breach of this Agreement. No
26 right or license is granted under this Agreement for the use or other
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utilization of the licensed programs, directly or indirectly, for the benefit of any other person or entity, except as provided in this Agreement.

5. POSSESSION AND USE OF SOURCE CODE

CONTRACTOR shall not provide the source code to the System Software.

6. RESTRICTIONS ON USE:

COUNTY shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the System Software or the System Documentation in any way; (ii) modify or make derivative works based upon the System Software or the System Documentation; (iii) create Internet "links" to the System Software or "frame" or "mirror" any System Documentation on any other server or wireless or Internet-based device; (iv) send spam or otherwise duplicative or unsolicited messages in violation of applicable law; (v) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (vi) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (vii) interfere with or disrupt the integrity or performance of the System Software or the data contained therein, including but not limited to COUNTY Data; (viii) attempt to gain unauthorized access to the System Software or its related systems or networks; or (ix) reverse engineer or access the System Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the System Software, or (c) copy any ideas, features, functions or graphics of the System Software.

1 7. INTELLECTUAL PROPERTY, TRADEMARK AND COPYRIGHT

2 CONTRACTOR retains ownership of the System Software, any
3 portions or copies thereof, and all rights therein. CONTRACTOR reserves
4 all rights not expressly granted to COUNTY. This License does not grant
5 COUNTY any rights in connection with any trademarks or service marks of
6 CONTRACTOR, its suppliers or licensors. All right, title, interest and
7 copyrights in and to the System Software and the accompanying System
8 Software Documentation and any copies of the System Software are
9 owned by CONTRACTOR, its suppliers or licensors. All title and
10 intellectual property rights in and to the content which may be accessed
11 through use of the System Software are the property of the respective
12 content owner and may be protected by applicable copyright or other
13 intellectual property laws and treaties. This License grants COUNTY no
14 rights to use such content.

15 C) SERVICES TO BE PROVIDED BY CONTRACTOR TO COUNTY

16 CONTRACTOR shall provide website development and visionLive™
17 subscription services for the main COUNTY website as more particularly
18 described under Exhibit C, attached hereto and incorporated herein by
19 reference. CONTRACTOR shall provide intranet development and
20 visionLive™ subscription services for the COUNTY intranet as more
21 particularly described under Exhibit D, attached hereto and incorporated
22 herein by reference.

23 D) LIMITED WARRANTY

24 CONTRACTOR warrants that the deliverables set forth in Exhibit C
25 and Exhibit D will be conveyed to COUNTY upon Completion. All
26 programming code developed by CONTRACTOR is warranted to be free
27 of Warranted Problems; provided, however, COUNTY does not: (1)(a)
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1 modify the VCMS or (1)(b) use the VCMS in combination with any third-
2 party system not authorized by CONTRACTOR; and (2) maintains a
3 visionLive™ Subscription in accordance with this Agreement. In the
4 event of breach of the limited warranty provided in this Section,
5 COUNTY's sole remedy and CONTRACTOR's entire liability shall be
6 limited to CONTRACTOR's correction of the Warranted Problem. Except
7 as expressly set forth above, CONTRACTOR MAKES NO GUARANTEE
8 OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED,
9 INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES
10 FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE
11 SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED
12 THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE
13 PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time,
14 shall the aggregate liability of CONTRACTOR pursuant to this limited
15 warranty exceed the amount of fees paid by COUNTY to CONTRACTOR
16 in the most recent twelve months, and CONTRACTOR shall not be
17 responsible for any lost profits or other damages, including direct,
18 indirect, incidental, special, consequential or any other damages,
19 however caused. CONTRACTOR does not warrant any connection to,
20 transmission over, nor results of use of, any network connection or
21 facilities provided, nor any third-party applications and software obtained
22 by, for, or on behalf of COUNTY. CONTRACTOR assumes no
23 responsibility for any damages suffered by the COUNTY, including, but
24 not limited to, server down time, loss of data, loss of business,
25 misdeliveries, delays, non- deliveries, access speed, or service
26 interruptions of any kind. COUNTY acknowledges that the information
27 available through the interconnecting networks may not be accurate.
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1 CONTRACTOR has no control or authority over such information and
2 shall not be liable for the quality, accuracy, or validity of the
3 data/information gathered from the Internet. Use of information gathered
4 through the use of CONTRACTOR services is at the risk of the
5 COUNTY.

6 E) ADDITIONAL SERVICES

7 CONTRACTOR may provide additional services for an additional
8 charge. Charges will be as identified in Section VII-E of this Agreement;
9 or, if not included in this Agreement, charges will be at CONTRACTOR's
10 pricing in effect at the time such goods or services are provided. Any
11 additional services requested by COUNTY and determined by
12 CONTRACTOR to be billable by CONTRACTOR must be identified as a
13 chargeable service prior to the service being performed and must be
14 approved in writing in advance by COUNTY's Contract Administrator (as
15 defined in Section IV-A. Additional services may include, but are not
16 limited to, the following:

17 1. ADDITIONAL TRAINING

18 CONTRACTOR will conduct "train-the-trainer" training of COUNTY
19 staff at a COUNTY designated location for five consecutive days as
20 specified in CONTRACTOR's Response to RFP No. 208-5465. Beyond
21 that, additional training at a County facility is available upon request by
22 COUNTY at an additional charge under the terms of this Agreement.
23 Requests for additional training will be reviewed by CONTRACTOR and
24 must be requested in writing in advance by COUNTY's Contract
25 Administrator. Charges will be at rates identified in this Agreement.

26 2. CUSTOMER SITE VISITS
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1 Site visits to COUNTY sites, as may be requested in writing by
2 COUNTY and that are within the scope of the project services, are
3 available for reasons such as, (1) additional system training on hardware
4 or software usage; and (2) additional consultation on website services.
5 Site visits outside of the scope of project services will be reviewed by
6 CONTRACTOR and must be requested in writing in advance by the
7 COUNTY's Contract Administrator. Charges will be at CONTRACTOR's
8 then current rates.

9 **3. CUSTOM PROGRAMMING**

10 Requests for supplemental programming or customization of System
11 features not covered under this Agreement are available to COUNTY.
12 Such requests will be reviewed by CONTRACTOR and must be requested
13 in writing in advance by the COUNTY's Contract Administrator. Charges
14 will be at rates identified in Section VII. E. of this Agreement.

15 **F) CONTRACTOR'S PROJECT COORDINATOR**

16 Upon execution of this Agreement, CONTRACTOR shall appoint a Project
17 Coordinator who will act as the primary contact person to interface with COUNTY
18 for implementation, maintenance and support of System Software.

19 **IV. OBLIGATIONS OF THE COUNTY**

20 **A) COUNTY CONTRACT ADMINISTRATOR**

21 COUNTY appoints its Chief Information Officer (CIO) or his/her
22 designee, as COUNTY's Contract Administrator with full authority to deal
23 with CONTRACTOR in all matters concerning this Agreement.

24 **B) SAFEGUARDING SYSTEM SOFTWARE**

25 COUNTY will follow its current practices to safeguard System Software
26 delivered to COUNTY by CONTRACTOR. A copy of COUNTY'S "Information
27 Technology (IT) Standards and Preferences" will be made available upon request.
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1 C) ACCEPTANCE TESTING

2 COUNTY shall notify CONTRACTOR of Final System Acceptance when
3 System Software has been successfully tested and satisfactorily performs all
4 functions necessary pursuant to this Agreement, and all deliverables identified in
5 this Agreement as required for acceptance have been received by COUNTY.

6 D) ACCEPTANCE TESTING PROCESS

7 Following System Installation, CONTRACTOR shall test the System
8 along with COUNTY personnel.

9 E) COUNTY PROJECT MANAGER

10 Upon execution of this Agreement, COUNTY's Contract Administrator shall
11 designate an individual from ISD who will function as Project Manager with
12 responsibility for day-to-day management of the project for implementation of the
13 System Software. The Project Manager and COUNTY personnel shall have the
14 necessary and appropriate training and experience to implement the terms of this
15 Agreement. COUNTY acknowledges CONTRACTOR'S reliance on same.

16 F) OTHER COUNTY OBLIGATIONS

17 Technical assistance from COUNTY's ISD staff will be provided during
18 the performance of the installation of the System Software. In particular,
19 COUNTY will provide:

- 20 a. Network connectivity and troubleshooting assistance.
 - 21 b. Ability to monitor network traffic and isolate bottlenecks.
 - 22 c. Technical assistance concerning the integration with existing
23 COUNTY systems (if applicable).
 - 24 d. Expertise to handle issues with PCs, printers, and cabling before,
25 during, and after rollout.
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1 G) RIGHTS REGARDING CONTENT

2 COUNTY warrants that it holds all rights and/or licenses necessary to
3 display all of the images, data, information or other items supplied by
4 COUNTY and being displayed on the COUNTY's web pages during the
5 effective period of this Agreement. COUNTY will retain ownership of all
6 information and content (including COUNTY-provided logos and images)
7 owned exclusively by COUNTY and provided by COUNTY for use on its
8 website. COUNTY shall supply all necessary information to
9 CONTRACTOR in a timely manner in digital format including without
10 limitation copy, text, audio files, video files, pdf files, photographs, artwork
11 and preexisting graphics. CONTRACTOR is not responsible for content
12 migrated by COUNTY or any third party. COUNTY expressly authorizes
13 CONTRACTOR to display and/or modify any COUNTY-supplied images,
14 data, information and other items in connection with the services provided
15 herein.

16 H) CONTRACTOR'S MARK

17 COUNTY agrees that CONTRACTOR may place in the website footer
18 an unobtrusive text link reading "Created by Vision" or the equivalent.
19 CONTRACTOR's footer text credit shall always be linked to a
20 CONTRACTOR web page.

21 **V. TERM**

22 This Agreement shall become effective on the date first written hereinabove and continue
23 for a term of three (3) years (the "Initial Term"), with the option for two (2), one (1) year
24 extensions thereafter, upon written authorization from County's Director of Internal
25 Services/Chief Information Officer or his/her designee and payment of all annual Fees.
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2 **VI. TERMINATION**

3 A) NON-ALLOCATION OF FUNDS

4 The terms of this Agreement, and the services to be provided
5 thereunder, are contingent on the approval of funds by the appropriating
6 government agency. Should sufficient funds not be allocated, the services
7 provided may be modified, or this Agreement terminated, at any time by
8 giving the CONTRACTOR thirty (30) days advance written notice.

9 B) BREACH OF CONTRACT

10 The COUNTY may immediately suspend or terminate this Agreement
11 in whole or in part, where there is:

- 12 1) An illegal or improper use of funds;
13 2) A failure to comply with any term of this Agreement;
14 3) A substantially incorrect or incomplete report submitted to the
15 COUNTY;
16 4) Improperly performed service.

17 In no event shall any payment by the COUNTY constitute a waiver by
18 the COUNTY of any breach of this Agreement or any default which may
19 then exist on the part of the CONTRACTOR. Neither shall such payment
20 impair or prejudice any remedy available to the COUNTY with respect to
21 the breach or default.

22 CONTRACTOR may, upon thirty (30) days prior written notice to
23 COUNTY, terminate this Agreement if COUNTY fails to comply with any
24 material term or condition of this Agreement unless COUNTY cures such
25 failure within such thirty (30) day period, or other such timeframe as may
26 be mutually agreed upon in writing by the parties.
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1 C) WITHOUT CAUSE

2 Under circumstances other than those set forth above, this Agreement
3 may be terminated by COUNTY upon the giving of thirty (30) days
4 advance written notice of an intention to terminate to CONTRACTOR.
5 COUNTY shall permanently delete all copies of the SYSTEM upon
6 termination of this Agreement.

7 **VII. COMPENSATION/INVOICING**

8 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to
9 receive compensation as follows:

10 A) ONE-TIME FEES FOR PROFESSIONAL SERVICES, INSTALLATION,
11 TRAINING, CONTENT MIGRATION, AND PROJECT MANAGEMENT

12	1. Development / Professional Services / Project Management with	
13	Content Consulting Plus/2 consecutive days Training	\$53,570.00
14	2. Onsite Consulting (2 consecutive days)	\$6,110.00
15	3. Premium Design (2 additional design concepts)	\$4,840.00
16	4. Advanced Design Package *Plus	\$ 9,500.00
17	5. Website Analysis (UX) Package *Plus	\$ 3,000.00
18	6. Intranet Website Professional Services	\$16,955.00
19	7. Additional Training (3 consecutive days)	\$3,750.00
20	Total One-time fees	\$ 97,725.00

21 B) PAYMENT SCHEDULE FOR ONE-TIME FEES

- 22 1. 10% upon all parties signing this Agreement.
23 2. 20% upon delivery of homepage wireframe
24 3. 20% upon delivery of the draft homepage design concepts
25 4. 20% upon System Installation of Licenses.
26 5. 20% within 21 days after Completion.

1 6. 10% upon Final System Acceptance, or after training, whichever comes
2 later.

3 C) NOT TO EXCEED AMOUNT FOR ONE-TIME FEES

4 It is understood and agreed that the dollar figures listed hereinabove for
5 one-time fees include applicable taxes which may be subject to change during the
6 period for scheduled payments. In no event shall services performed under this
7 Agreement exceed **\$97,725.00** for one-time fees.

8 D) VisionLIVE™ ANNUAL MAINTENANCE, SUPPORT, AND HOSTING
9 FEES ("Subscription Services"):

10 Excepting Premium Disaster Recovery fees totaling \$4,800.00, all
11 other Subscription Services provided for the County during the first year of
12 the Agreement shall be at no cost to COUNTY. CONTRACTOR shall
13 invoice COUNTY \$24,240.00 per year for all Subscription Services
14 beginning the second year of this Agreement, which rate shall be
15 increased by five percent (5%) per year, for each year of the Term,
16 inclusive of renewal periods. Such annual fees are paid annually and in
17 advance. Excepting termination by COUNTY in accordance with Section
18 VI-B hereinabove, COUNTY shall not be entitled to a prorated refund of
19 any unused such fees should COUNTY terminate this contract prior to
20 expiration of the one year period for which such fees were paid.
21 CONTRACTOR shall invoice COUNTY annually for Subscription Services
22 as follows:

- | | | |
|----|---|---------------------|
| 1. | Year One Total Annual Maintenance,
Support, and Hosting Fees | \$4,800.00 |
| 2. | Year Two Total Annual Maintenance,
Support, and Hosting Fees | \$24,240.00 |
| 3. | Year Three Total Annual Maintenance,
Support, and Hosting Fees | \$25,452.00 |
| 4. | Year Four Total Annual Maintenance,
Support, and Hosting Fees | \$ 26,724.60 |
| 5. | Year Five Total Annual Maintenance,
Support, and Hosting Fees | \$28,060.83 |

TOTAL FOR SUBSCRIPTION SERVICES

YEARS ONE THROUGH FIVE: \$109,277.43

E) ADDITIONAL LICENSE/SERVICE FEES:

Optional, additional services and software provided under this Agreement may include, but are not limited to:

- | | | |
|-----|---|---------------------------------|
| 1. | Website exceeding 250GB | \$50.00/month per 5GB increment |
| 2. | Graphic Design, Training Billable Service / Hour | \$ 125.00 |
| 3. | Quality Assurance, Testing, Debugging, Technical Support,
Webmaster Services, HTML Programming Billable Service / Hour | \$105.00 |
| 4. | Graphic Production Billable Services / Hour | \$ 95.00 |
| 5. | Content Migration Billable Services / Hour | \$ 85.00 |
| 6. | Advanced Subsite | \$ 12,000.00 |
| 7. | 1 st Advanced Subsite Annual Maintenance | \$ 3,250.00 |
| 8. | Subsequent Advanced Subsite Annual Maintenance | \$ 2,250.00 |
| 9. | Basic Subsite | \$ 7,500.00 |
| 10. | 1 st Basic Subsite Annual Maintenance | \$ 2,500.00 |

11. Subsequent Basic Subsite Annual Maintenance	\$ 1,500.00
12. 1 st Design Theme	\$ 2,500.00
13. Subsequent Design Theme	\$ 1,250.00
14. Consulting, Project Management, Database Design, Dynamic Programming, Billable Services / Hour	\$ 135.00

CONTRACTOR may increase the above-noted Additional License/Services Fees upon thirty (30) days' advance written notice to COUNTY, provided that CONTRACTOR shall not increase such fees more than once in any one year period, and provided further that each increase will not exceed the then-current fees by five percent (5%) per year.

Additional Service Fees shall only be paid to CONTRACTOR if any such services set forth hereinabove are performed by CONTRACTOR upon COUNTY's written request. The Advanced Subsites, Basic Subsites, or Design Themes ("Department Branding") must be procured by COUNTY on or before Acceptance Testing begins. Thereafter, Department Branding is available subject to service availability and CONTRACTOR'S then-prevailing fees, which may not exceed 5% of the listed fees. In no event shall Additional Service Fees exceed **\$ 20,000.00** for each year this Agreement is in force.

F) **TOTAL CONTRACT AMOUNT**

In no event shall services performed under this Agreement be in excess of **\$307,003.00** during the entire possible five (5) year term of this Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

1 G) INVOICING

2 CONTRACTOR shall submit invoices (which must reference the
3 provided contract number), either electronically or via mail (and must
4 reference the provided contract number on the invoice) to the County of
5 Fresno ISD, Accounts Payable, 333 W. Pontiac Way, Clovis, CA. 93612 or
6 Accounts Payable (ISDBusinessOffice@Co.Fresno.Ca.US). COUNTY will
7 pay CONTRACTOR within forty-five (45) days of receipt of an approved
8 invoice, by mail addressed to CONTRACTOR's remittance address at 222
9 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245.

10 **VIII. INDEPENDENT CONTRACTOR:**

11 In performance of the work, duties and obligations assumed by
12 CONTRACTOR under this Agreement, it is mutually understood and agreed that
13 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents,
14 and employees will at all times be acting and performing as an independent
15 CONTRACTOR, and shall act in an independent capacity and not as an officer,
16 agent, servant, employee, joint venture, partner, or associate of the COUNTY.
17 Furthermore, COUNTY shall have no right to control or supervise or direct the
18 manner or method by which CONTRACTOR shall perform its work and function.
19 However, COUNTY shall retain the right to administer this Agreement so as to
20 verify that CONTRACTOR is performing its obligations in accordance with the
21 terms and conditions thereof.

22 CONTRACTOR and COUNTY shall comply with all applicable provisions of
23 law and the rules and regulations, if any, of governmental authorities having
24 jurisdiction over matters the subject thereof.

25 Because of its status as an independent CONTRACTOR, CONTRACTOR
26 shall have absolutely no right to employment rights and benefits available to
27 COUNTY employees. CONTRACTOR shall be solely liable and responsible for
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1 providing to, or on behalf of, its employees all legally-required employee benefits.
2 In addition, CONTRACTOR shall be solely responsible and save COUNTY
3 harmless from all matters relating to payment of CONTRACTOR'S employees,
4 including compliance with Social Security withholding and all other regulations
5 governing such matters. It is acknowledged that during the term of this
6 Agreement, CONTRACTOR may be providing services to others unrelated to the
7 COUNTY or to this Agreement.

8 **IX. CONFIDENTIALITY**

9 A Party receiving Information (defined below) of the other will not disclose
10 such Information other than to persons in its organization who have a need to
11 know and who will be required to comply with this Section. The Party receiving
12 Information will not use such Information for a purpose inconsistent with the terms
13 of this Agreement. "Information" means the Software, Documentation and all
14 information and intellectual property related thereto (including, but not limited to all
15 databases provided to COUNTY by CONTRACTOR whether created by
16 CONTRACTOR or its third party licensors such as, without limitation, the mapping
17 product databases) as well as information related to the business of
18 CONTRACTOR or COUNTY. Information will not include: (i) information publicly
19 known prior to disclosure; (ii) information coming into the lawful possession of the
20 recipient without any confidentiality obligation; and (iii) information required to be
21 disclosed pursuant to regulatory action or court order, provided adequate prior
22 written notice of any request to disclose is given to the Party whose information is
23 to be disclosed. Each Party will exercise at least the same degree of care to
24 safeguard the confidentiality of the other's Information as it does to safeguard its
25 own proprietary confidential information, but not less than a reasonable degree of
26 care.

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2 **X. MODIFICATION**

3 Any matters of this Agreement may be modified from time to time by the
4 written consent of all the parties without, in any way, affecting the remainder.

5 **XI. NON-ASSIGNMENT**

6 Neither party shall assign, transfer or sub-contract this Agreement nor their
7 rights or duties under this Agreement without the prior written consent of the other
8 party, except that CONTRACTOR may assign this Agreement without COUNTY's
9 consent to an "Affiliate" of CONTRACTOR or in connection with an acquisition of
10 CONTRACTOR, merger (whether CONTRACTOR is the surviving or
11 disappearing entity) or consolidation of CONTRACTOR with another entity, or in
12 connection with the sale, assignment, or majority transfer of any stock,
13 membership or other ownership interest in CONTRACTOR. "Affiliate" shall mean
14 (a) a domestic entity formed, existing and governed pursuant to the laws of one of
15 the fifty (50) states of the United States of America (or the District of Columbia)
16 controlling, controlled by, or under common control with CONTRACTOR.

17 **XII. HOLD HARMLESS**

18 Except as provided in Section III-D hereinabove, CONTRACTOR agrees to
19 indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY,
20 its officers, agents, and employees from any and all costs and expenses,
21 damages, liabilities, claims, and losses occurring or resulting to COUNTY in
22 connection with the performance, or failure to perform, by CONTRACTOR, its
23 officers, agents, or employees under this Agreement, and from any and all costs
24 and expenses including attorney's fees and court costs, damages, liabilities,
25 claims, and losses occurring or resulting to any person, firm, or corporation who
26 may be injured or damaged by the performance, or failure to perform, of
27 CONTRACTOR, its officers, agents, or employees under this Agreement.
28

1 **XIII. INSURANCE**

2 Without limiting the COUNTY's right to obtain indemnification from
3 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall
4 maintain in full force and effect, the following insurance policies throughout the
5 term of the Agreement:

6 A) COMMERCIAL GENERAL LIABILITY

7 Commercial General Liability Insurance with limits of not less than One
8 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of
9 Two Million Dollars (\$2,000,000). This policy shall be issued on a per
10 occurrence basis. COUNTY may require specific coverages including
11 completed operations, products liability, contractual liability, Explosion-
12 Collapse-Underground, fire legal liability or any other liability insurance
13 deemed necessary because of the nature of this contract.

14 B) AUTOMOBILE LIABILITY

15 Comprehensive Automobile Liability Insurance with limits for bodily
16 injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00)
17 per person, Five Hundred Thousand Dollars (\$500,000.00) per accident
18 and for property damages of not less than Fifty Thousand Dollars
19 (\$50,000.00), or such coverage with a combined single limit of Five
20 Hundred Thousand Dollars (\$500,000.00). Coverage should include
21 owned and non-owned vehicles used in connection with this Agreement.

22 C) PROFESSIONAL LIABILITY

23 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D.,
24 R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability
25 Insurance with limits of not less than One Million Dollars (\$1,000,000.00)
26 per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

1 D) WORKER'S COMPENSATION

2 A policy of Worker's Compensation insurance as may be required by
3 the California Labor Code.

4 CONTRACTOR shall obtain endorsements to the Commercial General
5 Liability insurance naming the County of Fresno, its officers, agents, and
6 employees, individually and collectively, as additional insured, but only
7 insofar as the operations under this Agreement are concerned. Such
8 coverage for additional insured shall apply as primary insurance and any
9 other insurance, or self-insurance, maintained by COUNTY, its officers,
10 agents and employees shall be excess only and not contributing with
11 insurance provided under CONTRACTOR's policies herein. This
12 insurance shall not be cancelled or changed without a minimum of thirty
13 (30) days advance written notice given to COUNTY.

14 Within Thirty (30) days from the date CONTRACTOR executes this
15 Agreement, CONTRACTOR shall provide certificates of insurance and
16 endorsement as stated above for all of the foregoing policies, as required
17 herein, to the County of Fresno, Robert Bash, Chief Information Officer,
18 333 W. Pontiac Way, Clovis CA 93612, stating that such insurance
19 coverages have been obtained and are in full force; that the County of
20 Fresno, its officers, agents and employees will not be responsible for any
21 premiums on the policies; that such Commercial General Liability
22 insurance names the County of Fresno, its officers, agents and
23 employees, individually and collectively, as additional insured, but only
24 insofar as the operations under this Agreement are concerned; that such
25 coverage for additional insured shall apply as primary insurance and any
26 other insurance, or self-insurance, maintained by COUNTY, its officers,
27 agents and employees, shall be excess only and not contributing with
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1 insurance provided under CONTRACTOR's policies herein; and that this
2 insurance shall not be cancelled or changed without a minimum of thirty
3 (30) days advance, written notice given to COUNTY.

4 In the event CONTRACTOR fails to keep in effect at all times
5 insurance coverage as herein provided, the COUNTY may, in addition to
6 other remedies it may have, suspend or terminate this Agreement upon
7 the occurrence of such event.

8 All policies shall be with admitted insurers licensed to do business in
9 the State of California. Insurance purchased shall be purchased from
10 companies possessing a current A.M. Best, Inc. rating of A FSC VII or
11 better.

12 **XIV. AUDITS AND INSPECTIONS**

13 CONTRACTOR shall at any time during CONTRACTOR'S normal
14 business hours, and upon prior written notice, as often as the COUNTY may
15 deem necessary, make available to the COUNTY for examination all of its records
16 and data with respect to the matters covered by this Agreement. CONTRACTOR
17 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all
18 of such records and data necessary to ensure CONTRACTOR'S compliance with
19 the terms of this Agreement. Any such examinations or audits shall be at the
20 COUNTY'S expense.

21 If this Agreement exceeds ten thousand dollars (\$10,000.00),
22 CONTRACTOR shall be subject to the examination and audit of the Auditor
23 General for a period of three (3) years after final payment under contract
24 (Government Code Section 8546.7).
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1 **XV. NOTICES**

2 A) AUTHORITY TO GIVE AND RECEIVE NOTICES

3 The following persons (with addresses noted below) have authority to
4 give and receive notices under this Agreement:

5 COUNTY OF FRESNO

5 CONTRACTOR

6 Robert Bash

6 *Katrina Bondoc*

7 Chief Information Officer

7 *Associate Counsel, Commercial*
8 *Contracts*

9 333 W. Pontiac Way

9 222 N. Sepulveda Blvd., Suite 1500

10 Clovis, CA 93612

10 El Segundo, CA 90245

11 Any and all notices between the COUNTY and the CONTRACTOR
12 provided for or permitted under this Agreement or by law shall be in writing and
13 shall be deemed duly served when personally delivered to one of the parties, or in
14 lieu of such personal services, when deposited in the United States Mail, postage
15 prepaid, addressed to such party or by electronic mail sent to and confirmed by
16 CONTRACTOR at CONTRACTOR's email address or by COUNTY at COUNTY's
17 email address.

18 B) PRIMARY ESCALATION CONTACT INFORMATION

19 The persons and their contact information that the COUNTY or
20 CONTRACTOR can use to escalate problems or situations:

21 (1)

22 COUNTY

22 CONTRACTOR

23 Contact # 1:

23 Contact # 1:

24 Daniel Moore

24 *Jung Yoon*

25 Information Technology
26 Manager

25 *Senior Director of Operations*

26 Office Phone: (559) 600-5800

26 Office Phone: (310) 656-3100

Email: dmoore@co.fresno.ca.us Email jyoona@visioninternet.com

(2)

COUNTY

CONTRACTOR

Contact # 2:

Contact # 2:

Mark Zack

Yuliang Ding

Information Technology Division
Manager

Director of Software Development

Office Phone: (559) 600-5800

Office Phone: (310) 656-3100

Cell Phone: (559) 349-0210

Email: mzack@co.fresno.ca.us

Email yding@visioninternet.com

XVI. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California. 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.

XVII. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one

1 or more of its directors has a material financial interest. Members of the Board of
2 Directors shall disclose any self-dealing transactions that they are a party to by
3 completing and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit F)
4 and submitting it to the COUNTY prior to commencing with the self-dealing
5 transaction or immediately thereafter.

6 **XVIII. STATUTE OF LIMITATIONS**

7 Any cause of action of COUNTY with respect to the services provided
8 hereunder must be instituted within one year after the claim or cause of action has
9 arisen or be forever barred.

10 **XIX. SURVIVAL**

11 The terms and conditions of Sections III-D(Limited Warranty), IX
12 (Confidentiality), XVI (Governing Law & Venue), and XIX (Survival) shall survive
13 any termination or expiration of this Agreement.

14 **XX. ENTIRE AGREEMENT**

15 This Agreement constitutes the entire agreement between the
16 CONTRACTOR and COUNTY with respect to the subject matter hereof and
17 supersedes all previous Agreement negotiations, proposals, commitments,
18 writings, advertisements, publications, and understandings of any nature
19 whatsoever unless expressly included in this Agreement. In the event of any
20 inconsistency in interpreting the documents comprising this Agreement, the
21 inconsistency shall be resolved by giving precedence in the following order of
22 priority: (1) the text of this Agreement (excluding the RFP and the Response); (2)
23 the RFP; and (3) the Response.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
day and year first hereinabove written.

CONTRACTOR

David M. Nachman, Chief Executive Officer

Print Name & Title

M. Lopez
(Authorized Signature)

MICHAEL TRUEX, VP Finance
Print Name & Title

222 N. SEPULVEDA BLVD. #1500
EL SEGUNDO, CA 90245
Mailing Address

DATE:

REVIEWED & RECOMMENDED FOR APPROVAL

Robert W. Bash
Director of Internal Services/
Chief Information Officer
APPROVED AS TO LEGAL FORM

Daniel C. Cederborg
County Counsel

FOR ACCOUNTING USE ONLY:

FUND: 1020
SUBCLASS: 10000
ORG NO.: 8905
ACCOUNT NO.: 7309

COUNTY OF FRESNO

Brian Pacheco, Chairman, Board of Supervisors

DATE: February 7, 2017

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Susan Bishop
Deputy

REVIEWED & RECOMMENDED FOR
APPROVAL

REVIEWED & RECOMMENDED FOR APPROVAL

[Signature]
Department Head's Signature

[Signature]
Department Head's Signature

APPROVED AS TO ACCOUNTING FORM

Oscar J. Garcia
OSCAR J. GARCIA, CPA
Auditor-Controller/Treasurer-Tax Collector

EXHIBIT C

PART I: Website Development

A) 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 Exhibit C and the Agreement. Website development services, as specified in CONTRACTOR's Response to RFP No 208-5465, include the following:

- 1) Content Consulting Plus. CONTRACTOR will conduct on-site consultation meetings (not to exceed a total of 5 days) as outlined in the following agenda:
 - (a) Analytics Report – CONTRACTOR will review one year's worth of COUNTY's website analytics and provide direction and suggestions on content revisions.
 - (b) Customized Content Strategy - Based on COUNTY's internal structure, CONTRACTOR will spend one day consulting with COUNTY on how to edit current content, how to roll out content strategy plan to COUNTY's content editors, website governance and best practices. If necessary, CONTRACTOR may return for another day to meet with COUNTY's project stakeholders to present the customized content strategy.
 - (c) Writing for the Web Training – CONTRACTOR will provide one day of onsite training to
 - (i) Review content editing process and roll-out content strategy plan to departments; and

- (ii) Conduct personalized content strategy and customized plain language training for departments. Training materials include:
- 1) Content development and migration best practices handout
 - 2) Website content best practices handout
 - 3) Website persona handout
 - 4) Communicating with your audience handout
 - 5) Task process evaluation handout
 - 6) Customized plain language handouts
 - 7) Writing for the Web textbook

Upon COUNTY's request, CONTRACTOR will perform one hour of remote follow-up consultation via WebEx.

2) Navigation and Graphic Design with Premium Design and Design Package Plus.

Based on the results from the Advanced Website Analysis, the CONTRACTOR will consult with COUNTY 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 COUNTY will review the homepage layout wireframe and may provide feedback to CONTRACTOR. The COUNTY will choose option(s) from, or a combination of, 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 COUNTY with three draft homepage design concepts via COUNTY-accessible software or as an email

attachment. COUNTY will select one homepage design concept. The CONTRACTOR will revise the selected homepage design concept. After COUNTY reviews the final homepage design concept, the CONTRACTOR will provide three interior page designs per layouts available from CONTRACTOR. The CONTRACTOR will deliver the following:

- (i) Advanced Website (UX) Analysis
- (ii) Three homepage design concepts
- (iii) Approved homepage design
- (iv) Up to three interior page templates
- (v) Option(s) from the following:
 - 1) video background homepage with interior pages
 - 2) video/image carousel background homepage with interior pages;
 - 3) anchored scrolling homepage;
 - 4) cards/tiles homepage; and
 - 5) parallax homepage.

(vi) Responsive Website Design with visionDesigner™

3) Integration of Third-Party Components and Databases.

- (i) Active Directory
- (ii) Google Translate Integration
- (iii) SMS Component
- (iv) Additional HTML Template

The CONTRACTOR will provide COUNTY 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 Exhibit C.

1 **B) TRAINING**

2 CONTRACTOR will conduct “train-the-trainer” training of COUNTY
3 staff at a COUNTY designated location for five consecutive days as
4 specified in CONTRACTOR’s Response to RFP No 208-5465.

5 **C) Additional Website Development Terms and Conditions**

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

- 2) CONTRACTOR will design the website frontend navigation and graphic design to be generally compliant with WCAG 2.0 A. COUNTY further understands and agrees that content, website backend, and third-party tools may not be compliant with Section 508 or WCAG 2.0.

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1 **PART II: visionLive™ subscription services, plus edition**

2 **A) Included Subscription Services**

3 Pursuant to the terms herein, CONTRACTOR agrees to provide Hosting
4 Services, Support Services, and VCMS Licensing Services (collectively
5 “**Subscription Services**”) as provided below. CONTRACTOR will provide
6 Subscription Services to the Client in exchange for payment of fees and
7 compliance with the terms and conditions of this Addendum and the Agreement
8 (which includes and incorporates CONTRACTOR’s acceptable use policy (“**AUP**”)
9 posted at www.visioninternet.com as such policy may change from time to time).
10 Subscription Services include the following:

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

15 (a) SOC-certified datacenter

- 16 1) Full hardware redundancy
- 17 2) Redundant generator backup
- 18 3) Daily data backups
- 19 4) Intrusion protection
- 20 5) 24/7 monitoring
- 21 6) 99.9% uptime
- 22 7) DDoS mitigation service
- 23 8) Up to 250 GB of website content storage
- 24 9) **Premium Disaster Recovery Services.** CONTRACTOR
25 will provide, in a separate colocation facility (“**DR Facility**”),
26 shared website hosting on an additional Microsoft Windows
27 Server and shared database hosting on an additional Microsoft
28

SQL Server for one (1) unique VCMS website. The Premium Disaster Recovery Service includes:

- (i) Data replication from primary hosting facility to DR Facility initiated every 15 minutes at minimum.
- (ii) 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. Failure shall exclude the following non-exhaustive occurrences: routine or scheduled maintenance; modifications by Client or its designee, including modifications to hosting settings; or Distributed Denial of Service (DDoS) attacks that succeed in overcoming CONTRACTOR's third-party provided DDoS defense. CONTRACTOR guarantees that a website outage resulting from a Failure shall not exceed 5 minutes. 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
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A. **Downtime.** "Downtime" shall be defined as System non-availability due to System Software error, malfunction, or Warranted Problem, or due to System Maintenance activity other than in accordance with the scheduling parameters set forth in this Agreement. Examples of Downtime include, without limitation:

- (i) One (1) or more COUNTY facilities cannot access the System for reasons within CONTRACTOR'S Control;
or
- (ii) Any functional Component of the System or Interface is not available and is within CONTRACTOR'S control.

COUNTY requires that there be no unscheduled Downtime for routine maintenance of the Application Software. COUNTY will accept occasional scheduled Downtime for significant non-routine Updates and maintenance to be scheduled by CONTRACTOR. Non-routine maintenance includes such tasks as major System Software version Updates. CONTRACTOR shall use its best efforts to keep scheduled Downtime for non-routine maintenance to a minimum and if required.

- (2) **Support Services.** Support Services is defined as technical support, account management, and education and training for the VCMS. First Production Use will be identified by COUNTY and communicated to CONTRACTOR. CONTRACTOR will support day-to-day operation of the

System as follows:

(i) 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.

(ii) Support Services also include:

A) Dedicated Account Manager

B) Account Management*

- a. Semi-annual account reviews (Health Checks)
- b. Semi-annual site analytics report
- c. Semi-annual graphics site audit
- d. Up to 30 hours of site improvement credits**

* 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. Site improvement credits expire at the end of the Initial Term and will not carry over beyond the Initial Term.

C) Education and Training

- a. Training and best practices webinars
- b. Access to On-Demand Training Library

c. On-going new feature training (via remote meeting service)

d. Monthly office hours (via remote meeting service)

(3) **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

Site 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



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



1) Additional Interactive Components and Features

(a) None at this time.

2) VCMS Licensing Services include:

(a) Periodic functional enhancements.

(b) New visionLive™ Interactive Components that may be released from time to time by CONTRACTOR.

(c) Bug fixes to the VCMS code.

(d) 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.

(e) SYSTEM UPDATES. From time to time CONTRACTOR will develop and provide System Updates to COUNTY for the COUNTY'S licensed CONTRACTOR software. System Updates shall be subject to the terms and conditions of this Agreement and shall be deemed licensed System Software hereunder and will be made available to COUNTY at no additional charge to COUNTY. System Updates will be made available to COUNTY at the discretion of CONTRACTOR but will not be unreasonably withheld.

3) VCMS Licensing Services do not include:

(a) Optional Interactive Components.

(b) Modules, Programs, or Software Applications.

(c) Conversion to new platforms.

(d) Modification of third-party products.

(e) Compatibility with Client's third-party products.

(f) Website design services.

1 (g) NEW PRODUCTS. CONTRACTOR may from time to time
2 release new software with capabilities substantially different
3 from or greater than the System Software ("New Products")
4 and which therefore do not constitute System Updates.
5 These New Products will be made available to COUNTY
6 upon terms and at a cost not to exceed CONTRACTOR's
7 then standard rates for customers similarly situated.

8 (h) All other services not expressly provided for in the Agreement
9 and its applicable Exhibit(s).

10 B) Customizations.

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

12 Unless Client has retained other Services from CONTRACTOR under
13 the applicable Addendum, Client is solely and exclusively responsible for
14 all services not expressly provided for in this Addendum. Any changes,
15 alterations or modification requested by the Client to its Website may be
16 subject to a fee to be quoted by a CONTRACTOR representative at the
17 time of the request. Client may, at any time, upgrade from its current
18 edition to either a Standard or Plus Edition, as applicable. Client may not,
19 during the Initial Term (defined below) or any renewal term, downgrade
20 from its current edition to either a Standard or Basic Edition, as applicable.
21 Client acknowledges that the Subscription Services may be modified or
22 improved because of the dynamic nature of technology. CONTRACTOR
23 may, from time to time, make minor modifications to the Subscription
24 Services, as a whole or any part thereof. Such minor modifications may be
25 implemented at any time and without notice to Client. Continued use of the
26 Subscription Services following any modification shall constitute binding
27 acceptance of the modification.
28

1 C) Documentation

2 CONTRACTOR shall provide to COUNTY System Documentation,
3 which shall consist of electronic media files. The electronic media files
4 must be printable using PC software normally available at COUNTY.
5 CONTRACTOR shall provide new System Documentation corresponding
6 to all new Software Upgrades. COUNTY may print additional copies of all
7 documentation. All System Documentation is to be used by COUNTY only
8 for the purposes identified within this Agreement.

9 D) TECHNICAL INFORMATION

10 CONTRACTOR will provide technical information to COUNTY from
11 time to time. Such information may cover areas such as Vision Live
12 usage, third party software, and other matters considered relevant to
13 COUNTY by CONTRACTOR. Technical information will be provided at the
14 discretion of CONTRACTOR, but will not be unreasonably withheld.

15 E) OPERATING SYSTEM UPDATES

16 The application must run on a client operating system that is
17 consistently and currently supported by the operating system vendor.
18 Applications under maintenance are expected to always be current in
19 regards to the required client O/S. No outdated or unsupported client O/S
20 will be implemented on the production network. CONTRACTOR is
21 expected to keep their software current in order to operate in this
22 environment. Patches may include critical O/S updates and security
23 patches.

24 F) ANTI-VIRUS MANAGEMENT

25 CONTRACTOR will actively run anti-virus management, where
26 appropriate, on all application servers and PCs. The application is
27 expected to perform adequately while anti-virus management is active.
28

1 G) ADHERE TO CHANGE CONTROL PROCESS

2 COUNTY employs a procedure to implement updates, upgrades, and
3 version releases to a system that is in production use. This forum allows
4 ISD to inform staff (Help Desk, Network, Server, Database, Security, and
5 Analysts) of upcoming changes to a production system. CONTRACTOR
6 must inform ISD a minimum of 1 week prior to any planned, non-
7 emergency changes so that the Change Control Process may be followed.

8 H) PRIVACY REQUIREMENTS

9 CONTRACTOR shall be responsible for the following privacy and
10 security safeguards:

11 To the extent required to carry out the assessment and authorization
12 process and continuous monitoring, to safeguard against threats and
13 hazards to the security, integrity, and confidentiality of any COUNTY data
14 collected and stored by the CONTRACTOR, CONTRACTOR shall afford
15 the COUNTY access as necessary at CONTRACTOR's discretion, to the
16 CONTRACTOR's facilities, installations, and technical capabilities.

17 If new or unanticipated threats or hazards are discovered by either the
18 COUNTY or the CONTRACTOR, or if existing safeguards have ceased to
19 function, the discoverer shall immediately bring the situation to the
20 attention of the other party.

21 I) PROTECTION OF INFORMATION

22 CONTRACTOR shall be responsible for properly protecting all
23 information used, gathered, or developed as a result of work under this
24 Agreement. CONTRACTOR shall also protect all COUNTY data,
25 equipment, etc. by treating such information as sensitive. It is anticipated
26 that this information will be gathered, created, and stored within the
27 Primary Work Location. Should CONTRACTOR personnel remove any
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1 information from the Primary Work Location, CONTRACTOR shall protect
2 such information to the same extent it would its own proprietary data
3 and/or company trade secrets. The use of any information subject to the
4 Privacy Act will be utilized in full accordance with all rules of conduct
5 applicable to Privacy Act Information. Notwithstanding the foregoing,
6 COUNTY may not gather, create, or store bank account information,
7 cardholder information, or personally identifiable information such as
8 addresses, driver records, birthdates, or the like on the System and at the
9 Primary Work Location.

10 COUNTY will retain unrestricted rights to COUNTY data. The
11 COUNTY retains ownership of any user created/loaded data and
12 applications hosted on CONTRACTOR's infrastructure, as well as
13 maintains the right to request full copies of these at any time.

14 Data processed and stored by the various applications within the
15 network infrastructure shall not contain bank account information,
16 cardholder information, and other financial information, as well as
17 personally identifiable information (PII). This data and PII shall be
18 protected against unauthorized access, disclosure, modification, theft, or
19 destruction. CONTRACTOR shall ensure that the facilities housing the
20 network infrastructure are physically secure.

21 The data must be available to the COUNTY upon request within a
22 reasonable timeframe, and shall not be used for any other purpose other
23 than that specified herein. The CONTRACTOR shall provide requested
24 data via File Transfer Protocol to COUNTY'S FTP account and shall be
25 billed at CONTRACTOR'S then-prevailing rate for Technical Support,
26 which is currently \$105.00/hour.
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No data shall be released by the CONTRACTOR without the consent of the COUNTY in writing. All requests for release must be submitted in writing to the COUNTY.

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EXHIBIT D

PART I: INTRANET SYSTEM INSTALLATION

A) Included Services

Pursuant to the terms herein, CONTRACTOR agrees to provide intranet development services as provided below in exchange for payment of fees and compliance with the terms and conditions of this Exhibit D and the Agreement. Intranet development services, as specified in CONTRACTOR's Response to RFP No 208-5465, include the following:

- 1) Complete COUNTY's main website project
- 2) Replicate the main website including components such as calendar, news, etc., but excluding optional components provided for an additional fee
- 3) Implement the approved Intranet design
- 4) Migrate or add up to 25 pages
- 5) Responsive Design
- 6) Launch the website behind a firewall network

B) Additional Intranet Development Terms and Conditions

The Intranet will be compatible with Internet Explorer 9, 10, and 11, and the latest released version of Chrome and Firefox at the time of Completion. The Intranet may not be compatible with previous or future versions. Client understands and agrees that the intranet 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 third-party 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”.

PART II: visionLive™ subscription services, Standard edition

A) Included 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:

(1) **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 intranet. The shared server hosting service includes:

(a) SOC-certified datacenter

- 1) Full hardware redundancy
- 2) Redundant generator backup
- 3) Daily data backups
- 4) Intrusion protection
- 5) 24/7 monitoring
- 6) 99.9% uptime
- 7) DDoS mitigation service

1 8) Up to 250 GB of website content storage

2
3 A. **Downtime.** "Downtime" shall be defined as System non-
4 availability due to System Software error, malfunction, or Warranted
5 Problem, or due to System Maintenance activity other than in
6 accordance with the scheduling parameters set forth in this
7 Agreement. Examples of Downtime include, without limitation:

8 (i) One (1) or more COUNTY facilities cannot access the
9 System for reasons within CONTRACTOR'S Control;
10 or

11 (ii) Any functional Component of the System or Interface
12 is not available and is within CONTRACTOR'S control.

13 COUNTY requires that there be no unscheduled Downtime for
14 routine maintenance of the Application Software. COUNTY will
15 accept occasional scheduled Downtime for significant non-routine
16 Updates and maintenance to be scheduled by CONTRACTOR.
17 Non-routine maintenance includes such tasks as major System
18 Software version Updates. CONTRACTOR shall use its best
19 efforts to keep scheduled Downtime for non-routine maintenance to
20 a minimum and if required.

21 (2) Support Services

22 Support Services is defined as technical support, account management,
23 and education and training for the unmodified VCMS. First Production Use will be
24 identified by COUNTY and communicated to CONTRACTOR. CONTRACTOR will
25 support day-to-day operation of the System as follows:

26 CONTRACTOR will provide Support Services to a designated Client
27 account manager, system administrator or webmaster. Technical support is
28

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:

(b) Dedicated Account Manager

(c) Account Management*

(i) Semi-annual account reviews (Health Checks)

(ii) Semi-annual site analytics report

(iii) Semi-annual graphics site audit

(iv) Up to 15 hours of site improvement credits**

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

** Fifteen 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. Site improvement credits expire at the end of the Initial Term and will not carry over beyond the Initial Term.

(d) Education and Training

(i) Training and best practices webinars

(ii) Access to On-Demand Training Library

(iii) On-going new feature training (via remote meeting service)

(iv) Monthly office hours (via remote meeting service)

1 (3) VCMS Licensing Services.

2 CONTRACTOR will provide a license to the Standard edition of the VCMS,
3 which includes the following functionalities indicated by the applicable check
4 marks:

visionLive™ Functionality

Site 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	✓
	Online Polling	✓
	Citizen Request Management Tool	✓
	Business Directory	✓

* Requires an implementation fee

visionLive editions		Standard Edition
	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	
Support and On-going Services		
	Site Improvement Credits (annual)	Up to 15 Hours
	Dedicated Account Manager	✓
	Health Checks (Account Review)	Annual
	Site Analytics Report	Annual
	Graphics Site Audit	Annual
	Training & Best Practice Webinars	✓
	Access to On-Demand Training Library	✓
	On-going New User Training (Via WebEx)	✓
	Monthly Office Hours (Via WebEx)	✓

* Unused Site Improvement Credits can be rolled over from year to year during the initial term of your customer agreement.

1) Additional Interactive Components and Features

(a) None at this time.

2) VCMS Licensing Services include:

(a) Periodic functional enhancements.

(b) New visionLive™ Interactive Components that may be released from time to time by CONTRACTOR.

(c) Bug fixes to the VCMS code.

(d) 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.

(e) SYSTEM UPDATES. From time to time CONTRACTOR will develop and provide System Updates to COUNTY for the COUNTY'S licensed CONTRACTOR software. System Updates shall be subject to the terms and conditions of this Agreement and shall be deemed licensed System Software hereunder and will be made available to COUNTY at no additional charge to COUNTY. System Updates will be made available to COUNTY at the discretion of CONTRACTOR but will not be unreasonably withheld.

3) VCMS Licensing Services do not include:

(a) Optional Interactive Components.

(b) Modules, Programs, or Software Applications.

(c) Conversion to new platforms.

(d) Modification of third-party products.

(e) Compatibility with Client's third-party products.

(f) Website design services.

1 (g) NEW PRODUCTS. CONTRACTOR may from time to time
2 release new software with capabilities substantially different
3 from or greater than the System Software ("New Products")
4 and which therefore do not constitute System Updates.
5 These New Products will be made available to COUNTY
6 upon terms and at a cost not to exceed CONTRACTOR's
7 then standard rates for customers similarly situated.

8 (h) All other services not expressly provided for in the Agreement
9 and its applicable Exhibit(s).

10 B) Customizations.

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

12 Unless Client has retained other Services from CONTRACTOR under
13 the applicable Addendum, Client is solely and exclusively responsible for
14 all services not expressly provided for in this Addendum. Any changes,
15 alterations or modification requested by the Client to its Website may be
16 subject to a fee to be quoted by a CONTRACTOR representative at the
17 time of the request. Client may, at any time, upgrade from its current
18 edition to either a Standard or Plus Edition, as applicable. Client may not,
19 during the Initial Term (defined below) or any renewal term, downgrade
20 from its current edition to either a Standard or Basic Edition, as applicable.
21 Client acknowledges that the Subscription Services may be modified or
22 improved because of the dynamic nature of technology. CONTRACTOR
23 may, from time to time, make minor modifications to the Subscription
24 Services, as a whole or any part thereof. Such minor modifications may be
25 implemented at any time and without notice to Client. Continued use of the
26 Subscription Services following any modification shall constitute binding
27 acceptance of the modification.
28

1 C) Documentation

2 CONTRACTOR shall provide to COUNTY System Documentation, which
3 shall consist of electronic media files. The electronic media files must be printable
4 using PC software normally available at COUNTY. CONTRACTOR shall provide
5 new System Documentation corresponding to all new Software Upgrades.
6 COUNTY may print additional copies of all documentation. All System
7 Documentation is to be used by COUNTY only for the purposes identified within
8 this Agreement.

9 D) TECHNICAL INFORMATION

10 CONTRACTOR will provide technical information to COUNTY from time to
11 time. Such information may cover areas such as Vision Live usage, third party
12 software, and other matters considered relevant to COUNTY by CONTRACTOR.
13 Technical information will be provided at the discretion of CONTRACTOR, but will
14 not be unreasonably withheld.

15 E) OPERATING SYSTEM UPDATES

16 The application must run on a client operating system that is consistently
17 and currently supported by the operating system vendor. Applications under
18 maintenance are expected to always be current in regards to the required client
19 O/S. No outdated or unsupported client O/S will be implemented on the
20 production network. CONTRACTOR is expected to keep their software current in
21 order to operate in this environment. Patches may include critical O/S updates
22 and security patches.

23 F) ANTI-VIRUS MANAGEMENT

24 CONTRACTOR will actively run anti-virus management, where
25 appropriate, on all application servers and PCs. The application is expected to
26 perform adequately while anti-virus management is active.
27
28

1 G) ADHERE TO CHANGE CONTROL PROCESS

2 COUNTY employs a procedure to implement updates, upgrades, and
3 version releases to a system that is in production use. This forum allows ISD to
4 inform staff (Help Desk, Network, Server, Database, Security, and Analysts) of
5 upcoming changes to a production system. CONTRACTOR must inform ISD a
6 minimum of 1 week prior to any planned, non-emergency changes so that the
7 Change Control Process may be followed.

8 H) PRIVACY REQUIREMENTS

9 CONTRACTOR shall be responsible for the following privacy and security
10 safeguards:

11 To the extent required to carry out the assessment and authorization
12 process and continuous monitoring, to safeguard against threats and hazards to
13 the security, integrity, and confidentiality of any COUNTY data collected and
14 stored by the CONTRACTOR, CONTRACTOR shall afford the COUNTY access
15 as necessary at CONTRACTOR's discretion, to the CONTRACTOR's facilities,
16 installations, and technical capabilities.

17 If new or unanticipated threats or hazards are discovered by either the
18 COUNTY or the CONTRACTOR, or if existing safeguards have ceased to
19 function, the discoverer shall immediately bring the situation to the attention of the
20 other party.

21 I) PROTECTION OF INFORMATION

22 CONTRACTOR shall be responsible for properly protecting all information
23 used, gathered, or developed as a result of work under this Agreement.

24 CONTRACTOR shall also protect all COUNTY data, equipment, etc. by treating
25 such information as sensitive. It is anticipated that this information will be
26 gathered, created, and stored within the Primary Work Location. Should
27 CONTRACTOR personnel remove any information from the Primary Work
28

1 Location, CONTRACTOR shall protect such information to the same extent it
2 would its own proprietary data and/or company trade secrets. The use of any
3 information subject to the Privacy Act will be utilized in full accordance with all
4 rules of conduct applicable to Privacy Act Information. Notwithstanding the
5 foregoing, COUNTY may not gather, create, or store bank account information,
6 cardholder information, or personally identifiable information such as addresses,
7 driver records, birthdates, or the like on the System and at the Primary Work
8 Location.

9 COUNTY will retain unrestricted rights to COUNTY data. The COUNTY
10 retains ownership of any user created/loaded data and applications hosted on
11 CONTRACTOR's infrastructure, as well as maintains the right to request full
12 copies of these at any time.

13 Data processed and stored by the various applications within the network
14 infrastructure shall not contain bank account information, cardholder information,
15 and other financial information, as well as personally identifiable information (PII).
16 This data and PII shall be protected against unauthorized access, disclosure,
17 modification, theft, or destruction. CONTRACTOR shall ensure that the facilities
18 housing the network infrastructure are physically secure.

19 The data must be available to the COUNTY upon request within a
20 reasonable timeframe, and shall not be used for any other purpose other than that
21 specified herein. The CONTRACTOR shall provide requested data via File
22 Transfer Protocol to COUNTY'S FTP account and shall be billed at
23 CONTRACTOR'S then-prevailing hourly rate for Technical Support, which is
24 currently \$105.00.

25 No data shall be released by the CONTRACTOR without the consent of the
26 COUNTY in writing. All requests for release must be submitted in writing to the
27 COUNTY.
28

Exhibit E

XXI. SERVICE LEVELS for VISIONLIVE™ SUBSCRIBERS

By way of example, but not by limitation, a compilation of the deadlines stated herein is included below for convenience or reference by Vision and the Subscriber.

Service Level Required	Level 1 Error	Level 2 Error	Service Level 3 Request
	(time measured from initial report of Error or Extra Work request to Vision)		
Initial Response Due	2 business hours	4 business hours	40 business hours
Correction Required	4 business hours	As mutually agreed, or next update cycle	As mutually agreed
Escalation	2 hours	2 business days	N/A

XXII. CLASSIFICATION OF SERVICES.

Services are classified as follows:

A) Service Level 1 Error:

An error, which there is no means of circumvention, causing (a) the Vision-hosted website to be unreachable by public users, or (b) non-authorized content to be displayed on the Vision-hosted website (i.e. hacking). Vision is not responsible for downtime or errors associated with denial of service attacks, distributed denial of service attacks, or Subscriber's DNS server unless the DNS server is hosted by the Vision. Subscriber will check uptime of website via IP address prior to reporting an Error to Vision. A Level 1 Error does not affect On-Premise Subscribers. A Level 1 Error is sometimes referred to as "**Critical**" and

may be attributed to the content management tool or third-party software “crashing” Vision’s server, Vision’s hardware failure, or an attack, hack, or virus on Vision’s server, hardware, or system(s).

B) Service Level 2 Error:

An error, which (a) there is no means of circumvention, (b) renders an essential component of the content management tool non-functioning, (c) the Subscriber has encountered while performing regular updates to the website, and (d) did not occur at the time of the website launch. A Level 2 Error is sometimes referred to as “***Urgent***”, and usually requires debugging of programming code.

C) Service Level 3 Request:

A request for programming code and/or graphic changes that the Subscriber would like Vision to perform. These changes may include changing programming logic, adding functionality or features, creating new templates, adding new graphics, or modifying existing graphics. A Service Level 3 Request is sometimes referred to as “***Extra Work***” and will be billed at prevailing hourly rates.

XXIII. SERVICE LEVEL CORRECTION.

For Level 1 and Level 2 Errors, Subscriber may call 888-263-8847 at any time (seven (7) days a week, twenty four (24) hours a day) to report an Error. For Service Level 3 Requests, Subscriber may call 888-263-8847 during normal business hours (6 a.m. to 6 p.m. PST, Monday through Friday, excluding Federal and California State holidays), or email accountmanager@visioninternet.com, or submit the request via Vision’s support services tool. Vision generally responds to and resolves reported Service Level Errors in accordance with the table above.

Vision shall use commercially reasonable efforts to resolve a Level 2 Error as mutually agreed by the Subscriber and Vision. All other errors affecting non-

essential components of the content management tool, or errors that can be reasonably circumvented, but requires debugging of programming code, will be corrected during the next regular update cycle.

XXIV. ESCALATION PROCEDURE. In the event Vision has been unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in Section B above, Vision shall initiate the following escalation procedures.

A) Level 1 Errors:

If a Level 1 Error is not corrected within two (2) hours following the report of Error, Vision technicians attempting to correct the situation shall notify Vision’s Director of Network Operations, who will immediately become personally involved in resolving the problem. Vision shall keep Subscriber apprised of the status of its efforts to correct the Error at no less than eight (8) hour intervals.

B) Service Level 2 Errors:

If a Service Level 2 Error is not corrected within two (2) business days following the report of Error, Vision technicians attempting to correct the situation shall notify Vision’s Director of Software Development, who will immediately become personally involved in resolving the problem. Vision shall keep Subscriber apprised of the status of its efforts to correct the Error at no less than weekly intervals.

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Exhibit F

I. SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a CONTRACTOR's board of directors (hereinafter referred to as "County CONTRACTOR"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

II. INSTRUCTIONS

Enter board member's name, job title (if applicable), and date this disclosure is being made.

(1) Enter the board member's company/agency name and address.

(2) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

I. The name of the agency/company with which the corporation has the transaction; and

II. The nature of the material financial interest in the Corporation's transaction that the board member has.

(3) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

(4) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

EXHIBIT A

Fresno County

Request for Proposal #208-5465

COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 208-5465

WEB CONTENT MANAGEMENT SYSTEM (WCMS)

Issue Date: April 8, 2016

Closing Date: MAY 12, 2016

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Louann M. Jones,
phone (559) 600-7118 or e-mail ljones@co.fresno.ca.us.

Check County of Fresno Purchasing's website at
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for any future addenda.

Please submit all Proposals to:

County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

PRINT NAME

TITLE

PURCHASING USE: GEC:ssj

ORG/Requisition: 8905 / 8905160643

COUNTY OF FRESNO PURCHASING

STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

Proposal No. 208-5465

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if

any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

Proposal No. 208-5465

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP/RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons

authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - o fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - o violation of a federal or state antitrust statute;
 - o embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - o false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

Proposal No. 208-5465

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

ADMINISTRATIVE POLICY NUMBER 5

Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as

well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

Policy Statement: Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

Management Responsibility: It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

ADMINISTRATIVE POLICY NUMBER 34

Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

Definitions: Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

Proposal No. 208-5465

Policy Statement: Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and

periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

Management Responsibility: The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

ADMINISTRATIVE POLICY NUMBER 71

Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

Policy Statement: Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

Management Responsibility: Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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OVERVIEW

The County of Fresno on behalf of the Department of Internal Services is requesting proposals from qualified vendors to provide a replacement or redesign and update of the County of Fresno (COF) Web Content Management System(s) (WCMS). The Internal Services Department (ISD) is seeking a system solution that will allow county staff to create, edit, and maintain the web site. The project is meant to standardize the formatting and infrastructure of the current site to allow ease in update, compatibility in multiple platforms and responsive design. Prior to submission, vendors must have successfully performed and/or completed updates and redesigns of other entities' WCMS in the last year.

KEY DATES

RFP Issue Date:**April 8, 2016****Vendor Conference:****April 20, 2016 at 10:00 A.M.**

Vendors are to contact Louann M. Jones at (559) 600-7118 if planning to attend vendor conference or to receive a Skype invitation to the conference

County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

(Skype for Business is not required to participate. The line provided in the e-mail invitation will open Skype for Business in any web browser.)

Deadline for Written Requests for Interpretations or Corrections of RFP:

April 27, 2016 at 10:00 A.M.
E-Mail: ljone@co.fresno.ca.us

RFP Closing Date:

May 12, 2016 at 2:00 P.M.
County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

_____ (Company Name)	Has submitted information identified as Trade Secrets in a separate marked binder.**
_____ (Company Name)	Has not submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

ACKNOWLEDGED BY:

_____ Signature (In Blue Ink)	()	_____ Telephone
_____ Print Name and Title	_____ Date	
_____ Address		
_____ _____ _____		
_____ City	_____ State	_____ Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - o fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - o violation of a federal or state antitrust statute;
 - o embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - o false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:
(in blue ink)

Date:

(Printed Name & Title)

(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County. *** Note: This form/information is not rated or ranked for evaluation purposes.**

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature in Blue Ink)

Title

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor, and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least two hundred forty (240) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be bound and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

BIDDERS LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

ACQUISITIONS: The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to

be performed by the contract, or participated in any way in developing the contract or its service specifications.

4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED: No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation

who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **Internal Services Department, Attn: Claudia Favors, 2048 N. Fine Avenue, Fresno, CA 93727**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

DEFAULT: In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

CONFIDENTIALITY: All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

APPEALS: Appeals must be submitted in writing within *seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within *seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

RIGHTS OF OWNERSHIP: The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

BIDDING INSTRUCTIONS AND REQUIREMENTS

ISSUING AGENT: This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On April 20, 2016 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Louann M. Jones at County of Fresno Purchasing, (559) 600-7118, if they are planning to attend the conference or e-mail her at ljones@co.fresno.ca.us for a Skype invitation.

NUMBER OF COPIES: Submit **one (1) original and seven (7) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than April 27, 2016 at 10:00 a.m. Questions must be directed to the attention of Louann M. Jones, Purchasing Analyst.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to countypurchasing@co.fresno.ca.us.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

SELECTION COMMITTEE: All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

CONTRACT NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

NOTICES: All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

SCOPE OF WORK

The County of Fresno on behalf of the Department of Internal Services is requesting proposals from qualified vendors to provide a replacement or redesign and update of the County of Fresno (COF) Web Content Management System(s) (WCMS). The Internal Services Department (ISD) is seeking a system solution that will allow county staff to create, edit, and maintain the web site. The project is meant to standardize the formatting and infrastructure of the current site to allow ease in update, compatibility in multiple platforms and responsive design. Prior to submission, vendors must have successfully performed and/or completed updates and redesigns of other entities' WCMS in the last year.

The WCMS is currently hosted using the Ektron product, which was built and deployed in 2008. The system was designed by the vendor to requirements set by 18 County of Fresno Departments and services 900,000 residents within the County and uncounted numbers of interested parties in the state of California and beyond. The internal WCMS provides content management for 7,000+ employees within the County. The system has been upgraded multiple times until reaching its current deployed version of 8.5. Upgrades were time intensive endeavors due to the extent at which customized templates and third party modules, such as calendars, were implemented. The system currently utilizes content and asset replication services from a staging server to a public viewing server.

Most editing and configuration of the Ektron system is done via a centralized Web Master provided by ISD. Content management is the responsibility of each individual department and is supported by approximately 50 content editors with potential for more. The County does not want limitations to the number of content editors allowed.

It is the intent of the County to select a vendor to provide services in each of the following categories: 1) Professional services, from concept to post implementation review, for designing, developing, and implementing a new county web site; 2) Knowledge, skills, and experience to implement the objectives; 3) Transfer of knowledge to ISD Staff; 4) A system solution for administration, development, publishing, editing, and management of the WCMS by County staff.

All vendors participating in this Request for Proposal must describe, in detail, how they will fulfill each of the following project objectives. For your response to be considered, refer to the section and number in your response to each item.

I. COMPANY

The vendor must have organization and management structure adequate and appropriate for overseeing and supporting the proposed services, and will provide sufficient management, customer service, and technical support staffing levels.

Please fully respond to the items below by including the question/statement in each response.

- 1) Describe, in detail, your organization's company structure and include a *company* organization chart.
- 2) How many project managers, customer service, and/or technical support staff would be assigned and available to assist and support ISD and the solution project, during implementation and maintenance?
- 3) Provide the titles, experience, and qualifications of the vendor personnel responsible for response at the various levels of support.
- 4) Describe your experience with WCMS upgrades conversions. How many clients are using the proposed solution? How long has the solution been in production for these clients and what types of services? Describe the number and complexity of those conversions.
- 5) Provide a description of your company's ability to launch a solution within 180 days of contract signing.

II. PROJECT OBJECTIVES

Please fully describe how your solution would attain the requirements identified below by including the question/statement in each response.

A. Design/Layout

The County of Fresno utilizes its website (www.co.fresno.ca.us) as the primary platform for public communication with elected and appointed officials and staff; other governmental agencies; the legislature; the media; the business community; internal staff and organizational committees; regional partners; project consultants; and the general public.

- 1) The vendor will provide services to design, develop, and implement a new web site for the County of Fresno.
- 2) The system will be a responsive design to display properly on various devices, such as smartphones, PCs, tablets, etc.
- 3) The system will provide multiple design style/template options with font/color/layout that maintain consistent look and feel but provide variety for content editors.
- 4) The public site will be ADA Section 508 Standards Compliant for viewing by visually or physically impaired individuals.
- 5) *OPTIONAL*: Please describe your ability to provide for the creation of our own templates for use by content editor staff.

B. Functionality

- 1) The system will allow for storage and retrieval of ancillary documents and files and does not restrict file size or quantity of files placed on the server.
- 2) The system will provide a simple and intuitive WYSIWYG content editing interface.
- 3) The system will include a comprehensive search tool.
- 4) The system will support content updates with the ability to route through an approval change process.
- 5) The system will allow COF staff to create on-line forms for data submission.
- 6) The solution will allow for data and content migration to the new site. This task will be a joint effort by both the successful vendor and County staff.
- 7) The system will be able to provide site visitors with content subscriptions and email alerts.
- 8) The system will provide site statistics.
- 9) *OPTIONAL*: Please describe how your solution could expand to include internal, intranet sites after a successful launch of the external sites.
- 10) *OPTIONAL*: Please describe how your solution could provide for type-ahead search functionality.
- 11) *OPTIONAL*: Please describe how your solution could shrink/grow or redistribute content to accommodate multiple languages (Spanish, Hmong, etc.).

C. System

- 1) The system will have the option to be upgraded without re-coding.
- 2) The deployed system will be browser independent.
- 3) *OPTIONAL*: Please describe how your solution could provide for the ability to have a staging/development site that can be used for training, testing.

III. TECHNOLOGY REQUIREMENTS

The solution will operate within the existing Fresno County IT environment including its Local and Wide Area data network and hardware and software infrastructure. It will comply with internal County IT standards and have the capability of inter-operating, integrating, and/or interfacing with County systems as well as with standard office automation products.

Please fully respond to how your solution complies with the items below by including the question/statement in each response.

- 1) The application will always run on a client operating system that is consistently and currently supported by the operating system vendor.

- 2) The application will run on the latest supported release of any required third-party software, such as JAVA, Flash, etc. within 30 days of release.
- 3) Should the solution require installation of software on the client PC, the system will install and be available on the all users' desktop.
- 4) Administrative rights will not be granted to either the client or the server in order for a user to perform day to day operations of the system. An account may be granted elevated privileges for data collection.
- 5) The system will use standard IT industry methodologies for software design, especially for external data exchange interfaces, Application Programming Interfaces (APIs), and interfaces to common infrastructure support services
- 6) Describe the hardware, software, database, and network capability required to implement and operate the proposed system for current user and client volumes, as well as to accommodate a potential 15% annual expansion over a five year period.
- 7) Identify the specifications and quantity of each hardware, software, database, network or telecommunications component required to operate the proposed system at the performance levels specified above.
- 8) Hosting vs. On-Premise: Please describe whether the proposed solution is on premise at the County of Fresno data center or hosted in the cloud. If cloud, please provide details of the service.

IV. IMPLEMENTATION REQUIREMENTS

Implementation is defined as all tasks performed by the vendor and ISD staff related to configuring, developing interfaces, installing the system, functionally and operationally testing the system, documentation, training, and implementation.

The vendor will be responsible for tracking, resolving, or coordinating the resolution of all reported problems within the implementation date. The vendor will have staff members accessible by e-mail and/or telephone to diagnose and resolve problems.

Although ISD desires an expeditious implementation, it recognizes the implementation schedule should be realistic and consistent with the estimates of the vendor. The vendor should prepare a realistic yet aggressive implementation plan.

Please fully respond to how your company will perform the below tasks by including the question/statement in each response.

A. Develop Project Work Plan & Implementation Schedule

- 1) The vendor will develop, and keep updated, a Project Work Plan and Implementation Schedule using Microsoft Project or other ISD approved software. The approved project plan will be the basis for tasks and responsibilities.
- 2) The ISD Project Manager will approve changes to deliverable time frames in writing at least two weeks prior to the impacted milestones. All approved changes will be reflected in the work plan and the vendor will highlight and explain any major changes to an earlier approved version.
- 3) The vendor should identify all relevant assumptions made in the development of the project plan. All assumptions will be clearly documented; including assumptions made for development software tools, use of any third party software, County of Fresno resources providing assistance, etc.

B. Project Management

- 1) The vendor will manage and deliver the goods and services defined in the Scope of Work.
- 2) The vendor will provide a *project* organization chart specific to the personnel/staff assigned for the duration of the contract.
- 3) The vendor will designate a Project Manager who will have the authority to commit the resources necessary to satisfy all contractual requirements.

- 4) The vendor will utilize a comprehensive methodology for ongoing project risk management to address such issues as technical risk, resource issues, scheduling problems, readiness, etc.
- 5) The vendor will define notification and escalation procedures to address extended and unresolved problems, and system failure to the vendor Project Manager and ISD Project Manager. The escalation procedures will include, but not be limited to the following:
 - Conditions warranting additional help in resolving a problem
 - Time duration between escalating to the next level of support
 - A diagram depicting the various levels of response

C. User Acceptance Testing and Corrections

- 1) The vendor will conduct a User Acceptance Test to ensure ISD users are able to successfully use the WCMS.
- 2) The vendor will develop test scripts, review results and recommend initial system acceptance. County users will assist in the actual test and be responsible for final approval of user acceptance test recommendations.
- 3) The vendor will make any corrections based on the results of the User Acceptance Test.

D. Documentation

- 1) The vendor will provide updated documentation in electronic form, which details how users, administrators, and IT staff perform WCMS functions for the version of the system delivered.
- 2) The user manuals will present system functionality to end users in a clear, concise, non-technical manner.
- 3) All technical and end-user documentation and training materials provided by the vendor will become the property of the County of Fresno, at no additional charge.
- 4) *OPTIONAL*: A corresponding on-line tutorial and/or instruction on system use for new staff is desired.

E. Transfer Knowledge & Train Users

- 1) The vendor will provide ISD staff with training necessary to fully operate, maintain, and develop new functions for the system. ISD will be responsible for ongoing training after full implementation. Training may be conducted in the Fresno area or remotely using web conferencing. ISD will secure an appropriate training location.

F. Post Implementation Review

- 1) The vendor will conduct a post-implementation review within three months of rollout, as requested by ISD staff, to confirm the system is working as expected.
- 2) The review will confirm the following:
 - functionality has been obtained
 - response times have been achieved
 - appropriate vendor support has been provided
 - ISD users have been successfully trained

V. MAINTENANCE AND SUPPORT

The vendor will be responsible for maintaining and supporting all installed application software, initially under a one year warranty, beginning after full acceptance of the system, upon implementation. Further support will be provided under ongoing software maintenance renewals.

Upon payment of annual maintenance, the cost of support will be borne by the vendor unless issues are directly attributable to malfunctioning hardware, network, operating system or other system components whose operation and maintenance is the responsibility of ISD.

Please fully describe how your company will perform the below maintenance and support by including the question/statement in each response.

- 1) Develop procedures and establish notification for distribution of any software upgrades or version replacements to which ISD is entitled under the software maintenance agreement, along with updated user and operational documentation, and assist in its installation in the test environment and migration to production.
- 2) Maintain compatibility and integration with any third party reporting tools that have been implemented as part of the contract. Should any of these packages be upgraded, ISD will notify the vendor in advance, so analysis and code changes can be implemented as quickly as possible.
- 3) Correct any errors in functionality which are reported by ISD within a reasonable period, depending upon the severity of the error.
- 4) Provide a means for ISD staff to report system problems via e-mail and telephone to vendor staff who are dedicated to supporting clients and are accessible as required, during normal business hours and weekend/holiday support.
- 5) Ensure responses are made to ISD staff, within specified time periods, acknowledging receipt of the problem report and identifying when direct contact can be made with the vendor-assigned support staff person.
- 6) Establish and implement policies and procedures for prioritizing and responding to ISD requests for support including:
 - Criteria for diagnosing reported problems and determining probable cause(s) of the problem
 - Use of Severity Index criteria for assessing the impact of reported problems
 - Determining responsibility for problem resolution
 - Defining response time for various categories of problems
 - Documenting the response and subsequent actions
 - Escalating disagreements regarding cause of the problem and responsible party
 - Working cooperatively with ISD staff to promptly resolve problems
 - Tracking all problem reports
- 7) Correct any application software errors through remote or on-site service by vendor personnel or otherwise qualified subcontractors according to the response times.
- 8) Provide a means for ISD to submit requests or proposals for new or enhanced functionality, outside of the core software components.

VI. SECURITY

- 1) Please describe how your system's software would ensure security from public interference.
- 2) Please described how your system's software would allow for internal selective access, prevent unauthorized access, and provide audit trails for work performed and identify who performed the work.

COST PROPOSAL

Company: _____

Please complete the following cost sheet. The price sheet must include unit price, quantity, and total price for each item listed if applicable. Add any additional lines as needed.

ITEM	UNITS	UNIT PRICE	TAX	TOTAL
SOFTWARE / INSTALLATION / TRAINING / HARDWARE				
Software (Application) Cost:				
Workstation/User Licenses				
Server License				
List and Specify any 3 rd Party Software required for system				
Data Migration				
Total Software Cost				
Installation				
Specify the installation Fees				
Project Management Fees				
Total Installation Cost				
Training at County of Fresno Location				
Train the Trainer – Admin/Supervisor				
Train the Trainer – Data Entry Clerk				
Additional Cost for 1 Day of Training				
Estimated Travel Expenses				
Total Training Cost				
Hardware				
List and Specify Hardware required for system				
Total Hardware Cost				
Taxes				
Total System Cost				

ITEM	UNITS	UNIT PRICE	TAX	TOTAL
COST for HOSTING				
COST for NON-HOSTING				
COST for OPTIONAL FEATURES				
Section II.A.5. Provision for the creation of templates for use by content editors				
Section II.B.9. Expansion to include internal/intranet sites				
Section II.B.10. Provision for type-ahead functionality				
Section II.B.11. Provision for language options (Spanish/Hmong, etc.)				
Section II.C.3. Provision for staging/development site for training/testing				
Section IV.D.4. On-line tutorial and/or instruction on system use				
MAINTENANCE COST – ANNUAL				
Maintenance (to be paid annually)				
Discounts (indicate discount type, % as well as \$ amount)				
Total Annual Maintenance Cost – Year 1				
Total Annual Maintenance Cost – Year 2				
Total Annual Maintenance Cost – Year 3				
Total Annual Maintenance Cost – Year 4				
Total Annual Maintenance Cost – Year 5				

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
 - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION

- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
- A. Exceptions to General Conditions.
 - B. Exceptions to General Requirements.
 - C. Exceptions to Specific Terms and Conditions.
 - D. Exceptions to Scope of Work.
 - E. Exceptions to Proposal Content Requirements.
 - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
 - B. Descriptions of any similar or related contracts under which the bidder has provided services.
 - C. Descriptions of the qualifications of the individual(s) providing the services.
 - D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
 - E. A brief description of the bidder's current operations, and ability to provide the services.
 - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
 - G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination
 - 4. Contact person and telephone number for agency
 - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 - 1. Location filed, name of court and docket number
 - 2. Nature of the lawsuit or legal action
 - I. Describe any payment problems that you have had with the County within the past three (3) years:
 - 1. Funding source
 - 2. Date(s) and amount(s)
 - 3. Resolution
 - 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
 - B. This section should be formatted as follows:

1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items referring to each section and number of item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
 - C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
 - D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

AWARD CRITERIA

COST

- A. Does the system meet the needs of the County of Fresno for an acceptable cost?

CAPABILITY AND QUALIFICATIONS

- A. Does the bidder demonstrate professional knowledge, skills, and experience to implement the objectives of the RFP?
- B. Does the bidder demonstrate experience in providing the services desired within the last year?
- C. Does the bidder's system comply with ADA Section 508 Standards for viewing by the visually and/or physically impaired?
- D. Does the bidder's solution meet the functionality requirements of the RFP?

TECHNOLOGY REQUIREMENTS

- A. Does the bidder's system meet the technological requirements as described in the RFP?

IMPLEMENTATION AND MANAGEMENT PLAN

- A. Is the organizational plan and management structure adequate and appropriate for supporting the pre and post implementation services requested in the RFP?

MAINTENANCE AND SUPPORT

- A. Has the bidder demonstrated the ability to meet the maintenance and support needs as described in the RFP?

SECURITY

- A. Does the bidder provide a description/solution for security from public interference and internal authorization processes?

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Check off each of the following:

1. _____ All signatures must be in **blue ink**.
2. _____ The Request for Proposal (RFP) has been signed and completed.
3. _____ Addenda, if any, have been completed, signed and included in the bid package.
4. _____ **One (1) original plus seven (7) copies** of the RFP have been provided.
5. _____ Provide a Conflict of Interest Statement.
6. _____ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
7. _____ The completed *Criminal History Disclosure Form* as provided with this RFP.
8. _____ The completed *Participation Form* as provided with this RFP.
9. _____ The completed *Reference List* as provided with this RFP.
10. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
11. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	208-5465
Closing Date:	May 12, 2016
Closing Time:	2:00 P.M.
Commodity or Service:	Web Content Management System (WCMS)

Return Checklist with your RFP response.

COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)
RFP NUMBER: 208-5465
WEB CONTENT MANAGEMENT SYSTEM

Issue Date: April 25, 2016

IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, PURCHASING
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF PROPOSAL WILL BE AT 2:00 P.M., ON MAY 12, 2016.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M. PST

All proposal information will be available for review after contract award.

Clarification of specifications is to be directed to: **Louann M. Jones**,
phone (559) 600-7118 or e-mail ljones@co.fresno.ca.us.

Note the following and attached changes to the Request for Proposal number: 208-5465 and include them in your response. Please sign in blue ink and return this addendum with your proposal.

- **Deadline for written questions has been extended to 12:00 P.M. PST, April 29, 2016.**

ACKNOWLEDGMENT OF ADDENDUM NUMBER One (1) TO RFP 208-5465

COMPANY NAME: _____ (PRINT)

SIGNATURE (In Blue Ink): _____

NAME & TITLE: _____ (PRINT)

Purchasing Use: LMJ:ssj

ORG/Requisition: 89050000 / 8905160643

QUESTIONS AND ANSWERS

Q1. Can you tell me what percentage of the website or departments require multiple languages on their pages?

A1. At this time there are only 1 or 2 that have a requirement from the State to provide multiple languages.

Q2. Do you have an idea of how many languages in total are incorporated into the site?

A2. I believe the current requirement is English, Spanish, and Hmong. This requirement can change based on County demographics.

Q3. Does the County want to treat the different languages as separate sites (essentially), or do you want us to use the same design and just have translated content?

A3. Same design, just translated content.

Q4. If we are required/requested to deliver an Oral Presentation, is this to be done in person or via web meeting?

A4. We prefer all vendor demos to be done in person. If there are extenuating circumstances, an online alternative will be acceptable.

Q5. Whether companies from Outside USA can apply for this? (like, from India or Canada)

A5. We prefer USA, they must have a legal ability to do business in the USA and must be able to support & respond to an 8-5 PST timeframe.

Q6. Whether we need to come over there for meetings?

A6. Yes

Q7. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

A7. We prefer USA, they must have a legal ability to do business in the USA and must be able to support & respond to an 8-5 PST timeframe.

Q8. Can we submit the proposals via email?

A8. Proposals need to be submitted as detailed in the RFP (hardcopy with signatures in blue ink).

Q9. Do you and the County of Fresno anticipate WCMS vendors partnering with systems integration (SI) vendors to complete this RFP/bid or do you have a separate RFP for configuration, implementation, integration, and migration work?

A9. No, we will not separate the RFP, they can bid together.

Q10. Is there a weighting system for award criteria? How much weight is given to the categories of the award criteria? Will it be released w/addendum?

A10. We do not have the evaluation tool completed at this time and that is why the criteria is "looser". We don't normally release the evaluation tool until the Tentative Award letter is released. Since this is a Request for Proposal, not a Request for Quotation, price is just one factor to be evaluated in a RFP, price is the deciding factor in a RFQ. We want you to propose your solution to our needs as specified in the Scope of Work and the rest of this RFP.

Q11. Do we have Sharepoint? What version? Is that a potential platform we would consider using? Is that environment externally accessible? Or behind a firewall? Any add-ins to Sharepoint?

A11. Yes, we currently have Sharepoint 2013 installed. Yes, the County is open to using Sharepoint. The current Sharepoint is not accessible externally and is behind a firewall. No to the "Add Ins", we are pretty much running bare bones.

Q12. With regard to new platform, is there a tech preference?

A12. The County prefers using Microsoft's .Net framework, and our coding preference is C#.

Q13. CMS vendor, is there a preference to proprietary or diagnostic/open source?

A13. We are fairly agnostic. We want full support, so if we were to get an open source solution with full support from a vendor, we would be open to it. We have had questions about open source platforms and how they are "truly" support by a vendor.

Q14. Regard to hosting, do we prefer on-premise, 3rd party, or cloud?

A14. The County's preference is on-premise hosting at our datacenter.

Q15. Do you provide SQL servers?

A15. Yes, the County would provide hardware and SQL licensing based upon the specifications in the RFP response.

Q16. Preference to perpetual license model?

A16. Our preference is to have one license to cover all users.

Q17. Have we put together total scope of budget or range for software and design/development?

A17. At this time, there is not a defined budget amount for this project.

Q18. How much weight is given to cost?

A18. Cost is a factor, but not the ultimate deciding factor.

Q19. Will there be an opportunity for discussion/negotiating after a short list?

A19. No, but you can break things out in your proposal for various options. A menu price is preferable. We negotiate contract terms. We do not extend a "best and final offer" situation. Cover everything in the cost proposal, then add any costs for additional services that you propose. No cost increases will be negotiated after your bid is accepted. Pricing will vary according to the bids and if we choose options. You can call out "Exceptions" to our RFP on a separate page.

Q20. Will there be demos after a short list?

A20. Yes, the County will invite those companies that make the short list to perform a demo.

Q21. Is it possible to make a word version of RFP docs available?

A21. We don't do that, to avoid changes in our RFP terms.

Q22. In terms of County's new CMS, requirements are clear, but how are some of the business process functions going to be handled? form?

A22. We would like the public to be able to fill out a form on the site and submit it and the form will go to the right person.

Q23. Would the County be interested if there was a solution framework / building blocks / processes with WCMS to allow workflows through a form.

A23. Yes, the County would be interested in this functionality.

Q24. If you migrate to a different system from Ektron / CMS 400, what are your plans for migrating content? Should that be included in this proposal or is it a separate effort.

A24. It is in the current proposal (Functionality - Item #6) to migrate the current content but it would also be a joint venture between the awarded vendor and our Content Managers.

Q25. Can you provide html content, smart forms, etc.?

A25. As a ballpark figure, we currently have approximately 60,000+ pieces of content with most of it being HTML.

Q26. Will it all be coming over or cleaning it all out?

A26. There are currently pages within that content that is no longer relevant but most of it would be brought over. That is why it would be a joint venture between the awarded vendor and our Content Managers.

Q27. Are you looking to mirror what you already have in a new design or add new functionality?

A27. We don't want to lose content, but want to freshen it up as it is an eight year old design, expand, for public to submit forms, more accessible in phone/tablets, public interaction, allow the public to subscribe / be notified when content changes, etc.

Q28. Page 20, Section A - Design / Layout - item #3 - Are you looking for multiple layouts or develop own layout?

A28. Both, but with restrictions to allow for variety but keeping site symmetrical. Also to allow transfer of knowledge so in the event one of our Department's would like a new template, we can do it ourselves inhouse.

Q29. Do you want developers to be able to make changes after deployment, so do you want estimated training cost after improvement?

A29. Yes, we would like the training costs for the transfer of knowledge to our staff for template creation and modification.

Q30. Is there an analytical study to indicate kind of problems we currently have? Will that be available to us?

A30. Biggest complaint is the editor we are using is cumbersome, editor is not WYSIWYG, and unable to view pages on phones, tablets, etc. We cannot attempt upgrade without crashing system. Whatever platform we go with, we would like it to be pure in the sense that when an upgrade come out, we can apply the upgrade and the site still works and works well.

Q31. In regards to the branding of the new site, are there specific colors, fonts, backgrounds, styles that are required?

A31. Design is up to vendor, but we want to restrict how free our Content editors can be. We would like the ability to limit the number of fonts, colors, etc. We would like to stay with a consistent design feel throughout the site. If we would like to change the theme of the site, we would like that theme to cascade to all of the Department sites.

Q32. Regarding Internal WCMS, are you looking for re-design for intranet as well?

A32. The success of the update of the Public Facing website, could lead to implementing the selected solution for the County's Intranet Site but at a later date and time.

Q33. Will county pay for hardware costs?

A33. Yes, but we need to know what vendor recommends in terms of hardware and software.

Q34. Do you have measurements on space, traffic, anything that would help us out?

A34. We believe that there are approximate 10,000 daily hits on homepage, but we are lacking on stats due to our issues with our home grown stats serve and so we haven't been able to check it out lately. Database size is approximately 20Gb.

Q35. Skill sets, regarding knowledge transfer-Do you have front end html developers on staff?

A35. Our developer team has experience in Visual Studio 2013, .Net, Entity Framework, MVC, C#, Javascript, and HTML. We also have SQL & Oracle DBAs on staff.

Q36. Any search appliance you have in house you'd want us to use?

A36. The County has no preference on a search appliance. The only preference we have is to have Type A Head functionality (i.e. suggestive results during typing).

Q37. How much do you want vendor to give as far as advice up front on first page, talking to depts., etc. on best way to lay site out for user experiences?

A37. We are not looking for something like that. We'd like for it to be easy for public to come and get what they're looking for. If you have experience working on gov't sites, give us what works.

Q38. Does county have content auditing needs or requirements?

A38. No, not at this time.

Q39. Content strategy - Do you think it's worth talking content strategy as part of the proposal?

A39. Certainly, we would be interested.

Q40. Tell me how many people need to be trained?

A40. How many admin level, versus updating content? 3-4 developers, 3-4 admins, and approximately 50 content editors.

Q41. Considering the design of your current site, have you seen any that stand out to apply to new site?

A41. Not really, but see a growing trend to aesthetic visibility---but we want vendor to show us what they can do.

Q42. Hosting vs. Serving, Can you explain why you prefer on-site hosting.

A42. We try to keep data local, as a government entity, it's a generational thing. We will consider cloud, but like being in control of data and up-time.

Q43. Would you prefer hosting vs non-hosting cost proposal?

A43. Yes.

Q44. How much weight will be given to vendors with lots of gov't experience?

A44. It would be very beneficial if your company has experience with government websites.

Q45. Can you describe current infrastructure?

A45. Development, staging, production servers- along with a couple of instances on one (1) SQL server.

Q46. Are you looking to continue with same type of infrastructure?

A46. Yes, we are looking for a similar infrastructure.

Q47. Are you leaning towards Ektron?

A47. We are platform agnostic and are open to all platforms.

Q48. How many visitors to site?

A48. Ballpark 50K+ 100K per month. We would like to be able to exclude internal hits as the County's Homepage is the default home page for some County Departments.

Q49. Is analytics going to be very important for you as well and we should include those in our proposal?

A49. Yes, analytics are going to be important and include it in your proposal.

Q50. What do you have currently?

A50. We have a homegrown, but it is not working at this time.

Q51. Multi-lingual supported?

A51. Yes, we would like to support multiple languages. English, Spanish, and Hmong to start.

Q52. How big is current database?

A52. Ballpark is about 20-30 gig, that is just sequel database content. The size of the database is 20.4 Gig.

Q53. Are there any other sources for data migration?

A53. No.

Q54. How much 3rd party migrations do we need to consider. Is there any other migration that needs to be done?

A54. We'd be open to listen to vendor ideas.

Q55. How many editors?

A55. There are approximately 50 content editors at this time.

Q56. Budget? What is outrageous?

A56. I don't have an answer. It's all relative to what vendors are offering.

Q57. Is the staging/production model a model you want to keep?

A57. Yes, we would like to keep the current staging / production model.

Q58. If there was a solution where (staging/production) process can be done differently would you be open?

A58. Yes, we would be open to other options. We do have Departments that publish content directly but we also have Departments that go through an internal approval process before publishing it to production.

Q59. Are you looking to have forms moved from old to new?

A59. Yes we don't want to lose functionality.

Q60. Did you customize the forms?

A60. We did some and want to keep the content.

Q61. Would most forms be in email and not in automated workflow process?

A61. Yes, email or database.

Q62. Do you have a preference for site statistics and analytics?

A62. We have a baseline requirement for overall hits and then Dept hits, anything over that is "icing on the cake".

Q63. Is WWW2 out of scope for this?

A63. No, most of that content is live/valid and would be analyzed for conversion with its Content Managers during the migration part of the project.

Q64. You prefer to have them in one spot?

A64. Yes, but if there is a better solution, we are open to seeing what is available.

Q65. Cost proposal- If we have a unique model/tool, how do we differentiate ourselves in the pricing table?

A65. Menu out your software.

COUNTY OF FRESNO
ADDENDUM NUMBER: TWO (2)
RFP NUMBER: 208-5465
WEB CONTENT MANAGEMENT SYSTEM

Issue Date: May 3, 2016

IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, PURCHASING
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF PROPOSAL WILL BE AT 2:00 P.M., ON MAY 12, 2016.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M. PST

All proposal information will be available for review after contract award.

Clarification of specifications is to be directed to: **Louann M. Jones**,
phone (559) 600-7118 or e-mail CountyPurchasing@co.fresno.ca.us.

Note the following and attached additions, deletions and/or changes to the requirements of request for proposal number: 208-5465 and include them in your response. Please sign in blue ink and return this addendum with your proposal.

- **ADDITIONAL REQUIREMENT** – County we will not allow any vendor branding anywhere on the County website. There can be no links to the vendor, no logos, no copyright info, etc.

ACKNOWLEDGMENT OF ADDENDUM NUMBER Two (2) TO RFP 208-5465

COMPANY NAME: _____ (PRINT)

SIGNATURE (In Blue Ink): _____

NAME & TITLE: _____ (PRINT)

Purchasing Use: LMJ:ssj

ORG/Requisition: 89050000 / 8905160643

QUESTIONS AND ANSWERS

Q1. What are the expected start and launch dates?

A1. *Unknown, they will be determined during contract negotiations*

Q2. What systems do you currently use for online marketing efforts (email, content marketing)?

A2. *None.*

Q3. Are there any sections of the sites which may not be apparent that we should be aware of? For instance, the external blog, etc.?

A3. *We have some ancillary documents stored on an outward-facing file server. These documents are referenced from our primary web site.*

Q4. What is the minimum browser version acceptable?

A4. *We would like the site to be browser agnostic, we do not plan to support browsers that are out-of-date.*

Q5. Please identify any custom components/modules for the public and intranet sites and expectations for migration.

A5. *We will not be migrating any custom components/modules. We will, however, be looking into having some additional design and/or content created for a few departments we would like to showcase.*

Q6. Please identify all 3rd party system integrations, current versions and access methods.

A6. *Our current CMS is not directly integrated with any 3rd party systems, but we do have 3rd party systems that handle job searching, property tax payments, election results, etc. These systems are linked to our CMS by URL or contained within an iFrame.*

Q7. Will content migration & formatting be expected of the selected vendor or will CoF manage this?

A7. *Yes but it will be a team effort between the selected Vendor and the County Department Content Editors.*

Q8. What resources will CoF provide to the project?

A8. *We will have the different Department Content Editors, current Site Admins, Server Staff, Database Staff, Security Staff, and Developers/WebMasters available during the entire process.*

Q9. Who are the internal stakeholders who will be managing the site (content updates, dev maintenance, analytics reporting, etc.)?

A9. *We have approximately four Admin Users, three to four Web Developers, and approximate 50 Content Editors from the various County Departments.*

Q10. Have you conducted audience research recently, ex. Usability testing, interviews, surveys, etc.?

A10. *No.*

Q11. Do you have an up-to-date content model (including metadata and taxonomies)? Would you share it with us?

A11. *We do not.*

Q12. Can you confirm that you are looking for a new IA/redesign for both the public facing site and the intranet.

A12. *The success of the update of the public facing website, could lead to implementing the selected solution for the County's intranet site, but at a later date and time.*

Q13. Can we have visibility into the intranet?

A13. No, not at this time.

Q14. What is the anticipated level of production support that is required post launch?

A14. We would test the system before go-live, and hopefully would only need minimal support. However, we would expect to have support by you until any production problems are resolved, and we may request additional development post-launch (enhancements).

Q15. Have you identified the publishing workflow to be implemented? If so, please provide.

A15. Not at this time.

Q16. How many pages make up the public website?

A16. We currently have approximately 60,000+ pieces of content with most of it being HTML.

Q17. How many pages make up the intranet?

A17. No answer at this time.

Q18. For the intranet what specific functionality is in place?

A18. No answer at this time.

Q19. What authentication method is being incorporated on the intranet site?

A19. Active directory

Q20. Apart from security provided by CMS app any additional layer of security desired?

A20. Depends upon your system; we do need some sort of role definition.

Q21. Do you have a preferred technology stack that you are most familiar with (i.e. .NET, LAMP, etc.) that you would prefer the CMS platform to be based on?

A21. Prefer .Net, C#, but are open to other options.

Q22. What type(s) of content will be on the site(s) (Multimedia, Interactive Tools, etc.)? Can you also please provide all content formats that will be used on the site? (PDF, DOC, WAV, MP3, FLV etc.)

A22. HTML, PDF, all MS Office formats, wav, mp3, mp4, etc. Definitely NO Flash or Quicktime.

Q23. Is there a preference to continue hosting the CMS or move to a cloud environment?

A23. We try to keep data local, as a government entity, it's a generational thing. We will consider cloud, but like being in control of data and up-time.

Q24. Who is the current hosting provider?

A24. Internal hosting at this time.

Q25. Please provide the host environment current specifications and architectural diagram.

A25. We will not provide this.

Q26. Are there specific IT/Infrastructure requirements we should be aware of?

A26. No.

Q27. What are the requirements around security, HPI that we need to adhere to?

A27. You will need to adhere to standard HIPAA regulations.

Q28. Can you give examples of the type of testing platform that you want to implement? Is it a staging environment for the development team? Or is it to test marketing messages? Or is it to be used to do user testing? Something else?

A28. We will need a test environment for developers, and a staging site for content editors to add/edit/review their content before publishing live. Some departments also require approval chains where content must be reviewed before publishing.

Q29. Is the award criteria based on a weighted scale or are all 6 factors considered of equal value? If not, can you provide what the weights are?

A29. Scores will be weighted on each item, not by section.

Q30. What is the procurement process of on-boarding a new vendor, such as security, pricing, legal review, etc.

A30. If you are selected, contract negotiations begin, once a contract is finalized it is presented to the board. Once they sign, you would then be requested to provide some documents be provided a VPN account restricted to your server & databases.

Q31. What will be the review process post submission of RFP response? A narrowing of the field? Agency site visits? Presentations and/or meetings? What does the timeline look like?

A31. The written RFP will be reviewed by a team; some number of vendors will be selected for demos. There is no set number that will be invited, as this will depend upon how many are received. The team will also then evaluate each vendor demonstration. Depending upon the demos, the team may wish to conduct a site-visit with a client.

Q32. Does the County currently work with a digital development resource and are they participating in the review? Are there any existing or past vendors participating in the review?

A32. No. The review will be conducted by County staff only.

Q33. Are there geographical requirements impacting the selection?

A33. We prefer to do business with vendors within the United States.

Q34. How many agencies have submitted questions?

A34. Up to the time of writing this, 8.

Q35. What was the RFP release process? Did the County independently release the RFP to a select group of agencies or was the distribution exclusively from the purchasing web site?

A35. The RFP was released on the Purchasing website and a Bid Notice was emailed to a vendor list created by our IT department.

Q36. What official resources/checklist(s) will the County use to determine ADA Section 508 compliance?

A36. We will use a number of websites that offer ADA Section 508 compliance checking services

Q37. Will the County provide internal resources to assist in manual accessibility tests?

A37. If we have the resources available, yes.

Q38. Are resources assigned to this project required to be U.S. Citizens?

A38. No, but the contracted vendor(s) must be able to legally do business in the United States.

Q39. Assuming the County moves forward with our platform recommendation of SharePoint, will the County create the SharePoint development, stage, and production farm environments required to support the final solution, or is the vendor responsible for the creation of these environments?

A39. We will create the server environments and the vendor will configure.

Q40. Will the County configure the SharePoint development, stage, and production farm environments, or is the vendor responsible for the configuration of these environments? If the vendor is responsible, does the County have requirements for high availability in these environments?

A40. Vendor will configure. The production server will need 24/7 uptime, with scheduled maintenance windows.

Q41. Will the production SharePoint farm used in the public facing WCMS solution be dedicated to this solution or, will the production farm be a shared environment used for multiple solutions?

A41. It will be dedicated.

Q42. In the County's current web architecture, how is content replicated from the staging web server to the production web server? Is this functionality handled through Ektron or is it managed with a third party tool? If a third party tool is used, would you prefer to use it with the new CMS?

A42. The function of moving content from the staging web server to the production server is handled through Ektron. We would like the new WCMS System to handle this model too.

Q43. Is the County looking for hosting for the live website as well as the CMS/database? We try to keep data local, as a government entity, it's a generational thing.

A43. We will consider cloud, but like being in control of data and up-time.

Q44. Does the County require custom documentation (outside of those provided as part of a purchased training class) to be written or would a publicly available, online knowledge base that contains step by step instructions on how to use the CMS be sufficient?

A44. We are expecting the documentation to be part of the system delivery that is in support of your system. So if you mean online by being to your website knowledge base, that's fine. We are not expecting to use Google, or such to try and figure out your system.

Q45. What does the County consider to be the most important factor to ensure this project's success?

A45. The project needs to remain in-scope.

Q46. The RFP asks about our experience with WCMS upgrade conversions; can you please clarify whether that's in regards to upgrading the current CMS to a newer version or migrating from one CMS to a different CMS entirely?

A46. We are interested in knowing your Company's experience in both as part of the evaluation process. As mentioned during the Vendors Conference, we currently have Ektron and due to customizations we had made to Ektron, upgrading to a more current version would be very painful. We want to be able to upgrade the new WCMS System whenever the selected vendor releases a new version.

Q47. With regards to launching a solution in 180 days, does that include web design as well as implementation and content migration?

A47. A project plan can be detailed out during contract negotiations. We would expect system installation and training within this time frame at minimum.

Q48. One of the requested items is to "describe your ability to provide for the creation of our own templates for use by content editor staff". Are you looking for non-technical end users to be able to create new templates, be able to deploy different content layouts and designs within the same template, or for technical CMS administrators to be able to create new templates?

A48. No, this would be a developer type to create a template and then make it available for non-technical staff.

Q49. With regards to type-ahead search functionality, does this refer to files within the CMS or through search on the live website?

A49. Yes, we would like it to span across both systems, but if forced to choose, we want the type-ahead functionality on the live website.

Q50. For multilingual pages and content, can you elaborate on how you'd like the CMS to "shrink/grow or redistribute content"? Will the County handle translation in-house or would the use of a third party application, such as Google Translate, be required?

A50. We are open to suggestion on the best way to handle language translation.

Q51. How would the County define a successful User Acceptance Test? Does the County have such a test prepared that they would like the CMS vendor to use?

A51. A successful user acceptance test will be when the system is accepted for production use. No we don't have one developed yet.

Q52. As our access to your datacenter and servers would rightfully be limited, would you expect the selected CMS vendor to be able to install, maintain, and support all required software for a CMS that is installed at your location and not in a vendor hosted (and vendor accessible) cloud?

A52. Yes, with the cooperation of our staff.

Q53. Which 3rd party reporting tools would the County wish to integrate with the CMS?

A53. In regards to Web Analytics, please feel free to include a solution with your response.

Q54. What percentage of the content migration do you anticipate being handled by the County vs. the selected vendor? Our company offers a free migration tool that's been used with great success by our clients in moving away from Ektron. Since it's completely free (and we provide training), some of our clients have opted to handle their migration mostly, or even entirely, in-house to reduce costs. If such a tool was available to the County, would that change the ratio of migration work?

A54. Perhaps. We are unable to fully answer this as we don't know your tool.

Q55. Kindly let us know the details about the current staffing structure to support the current applications.

A55. We currently have a webmaster and approximately 50 content editors working on the site daily. We also have support from our development team, server team, and database team.

Q56. Are processes in place (Incident management workflow, change management workflow, run book details for L1 support etc.) for supporting applications?

A56. Any modifications to production systems are required to go through our change management process. We also rely on our current vendor for support with issues we are not able to solve in-house.

Q57. Can support tickets be raised only by the ISD staff or can issues be raised by end users?

A57. ISD staff only.

Q58. Content subscription and email alerts can be allowed on a number of levels, is the intent for individuals to provide simple subscription (i.e. subscribe/unsubscribe to a specific content feed with an email address) or more complex involving user profiles and subscription management interfaces for categorical or key word subscriptions (i.e. Google alerts style notifications).

A58. At this point a simple subscribe/unsubscribe will be sufficient.

Q59. Can COF provide examples of the types of forms that are desired or required as part of the initial deployment? Is the county primarily looking for simple data forms that are submitted to the data base and sent to an internal email or complex branching forms with submission workflows?

A59. We are looking for simple forms completed by site visitors that when submitted are delivered to an email address or database.

Q60. What format would COF prefer, if any, for stating exceptions to the County's requirements, conditions, and specifications?

A60. Separate page labeled Exceptions, reference section in RFP and list your points.

Q61. The RFP states that, in the case of a tied bid, the contract shall be awarded to the County of Fresno vendor. Is this the case for RFQs only or does this apply to RFPs as well?

A61. This applies to both RFPs and RFQs, but what we will look at is "all other factors being equal" and in this RFP even if the pricing was equal the chances of all other factors being equal from one proposal to another would be very, very surprising. In an RFP the cost is not the only deciding factor determining award of contract.

Q62. When do you anticipate that finalist demos at COF will occur? When would finalists be notified that they have been selected for an onsite demonstration/presentation?

A62. Vendors will be invited to provide demonstrations after the Evaluation Team has reviewed, discussed and evaluated all the proposals. Probably sometime in June, we will have a better idea after the Evaluation Team meeting has been scheduled.

Q63. If awarded the contract for design work, we would at a minimum need to hold a requirements gathering meeting with County stakeholders. Is this acceptable?

A63. You would meet with the IT department stakeholders after the Tentative Award letter is released and after the 7 day appeals period has ended.

EXHIBIT B

Vision Technology Solutions, LLC

Response to RFP #208-5465



Fresno County Website Proposal

Reed McGinnis

Regional Sales Manager
805.637.8165 / 310.656.3103 fax
rmcginnis@visioninternet.com

222 N. Sepulveda Blvd., Suite 1500
El Segundo, CA 90245
www.visioninternet.com
Date: May 12, 2016

COUNTY OF FRESNO
REQUEST FOR PROPOSAL
NUMBER: 208-5465
WEB CONTENT MANAGEMENT SYSTEM (WCMS)

Issue Date: April 11, 2016

Closing Date: MAY 12, 2016

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M. PST.

Questions regarding this RFP should be directed to: Louann M. Jones,
phone (559) 600-7118 or e-mail ljones@co.fresno.ca.us.

Check County of Fresno Purchasing's website at
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for any future addenda.

Please submit all Proposals to:
County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached
'County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)'.

Vision Technology Solutions, LLC dba Vision Internet Providers

COMPANY

222 N. Sepulveda Blvd., Suite 1500

ADDRESS

El Segundo, CA 90245

CITY

805.637.8165

TELEPHONE NUMBER

656.3103

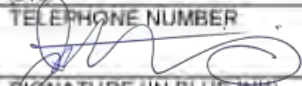
FACSIMILE NUMBER

STATE

ZIP CODE

rmcginnis@visioninternet.com

E-MAIL ADDRESS


SIGNATURE (IN BLUE INK)

Reed McGinnis - Regional Sales Manager

PRINT NAME

TITLE

PURCHASING USE: GEC:soj

ORG/Requisition: 8905 / 8905160543

COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)
RFP NUMBER: 208-5465
WEB CONTENT MANAGEMENT SYSTEM

Issue Date: April 25, 2016

IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, PURCHASING
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF PROPOSAL WILL BE AT 2:00 P.M., ON MAY 12, 2016.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M. PST

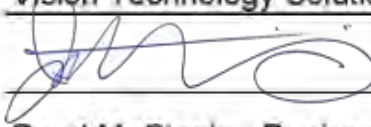
All proposal information will be available for review after contract award.

Clarification of specifications is to be directed to: **Louann M. Jones**,
phone (559) 600-7118 or e-mail ljones@co.fresno.ca.us.

Note the following and attached changes to the Request for Proposal number: 208-5465 and include them in your response. Please sign in blue ink and return this addendum with your proposal.

- Deadline for written questions has been extended to 12:00 P.M. PST, April 29, 2016.

ACKNOWLEDGMENT OF ADDENDUM NUMBER One (1) TO RFP 208-5465

COMPANY NAME: Vision Technology Solutions, LLC dba Vision Internet Providers
SIGNATURE (In Blue Ink): 
NAME & TITLE: Reed McGinnis - Regional Sales Manager

Purchasing Use: LMJ:myj

ORG/Requisition: 89050000 / 8905160643

COUNTY OF FRESNO
ADDENDUM NUMBER: TWO (2)
RFP NUMBER: 208-5465
WEB CONTENT MANAGEMENT SYSTEM

Issue Date: May 3, 2016

IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, PURCHASING
4525 EAST HAMILTON AVENUE, 2ND Floor
FRESNO CA 93702-4599

CLOSING DATE OF PROPOSAL WILL BE AT 2:00 P.M., ON MAY 12, 2016.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M. PST

All proposal information will be available for review after contract award.

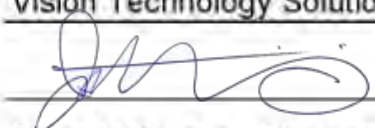
Clarification of specifications is to be directed to: **Louann M. Jones**,
phone (559) 600-7118 or e-mail CountyPurchasing@co.fresno.ca.us.

Note the following and attached additions, deletions and/or changes to the requirements of request for proposal number: 208-5465 and include them in your response. Please sign in blue ink and return this addendum with your proposal.

- **ADDITIONAL REQUIREMENT** – County we will not allow any vendor branding anywhere on the County website. There can be no links to the vendor, no logos, no copyright info, etc.

ACKNOWLEDGMENT OF ADDENDUM NUMBER Two (2) TO RFP 208-5465

COMPANY NAME: Vision Technology Solutions, LLC
(PRINT)

SIGNATURE (In Blue Ink): 
NAME & TITLE: Reed McGinnis - Regional Sales Manager
(PRINT)

Purchasing Use: LMJ:esj

ORG/Requisition: 89050000 / 8905160643



Cover Letter

Dear Selection Committee Members,

Thank you for the opportunity to submit a proposal for the upgrade of Fresno County's website. Based on the thoroughness of your RFP, we can see creating a comprehensive website designed to enhance the communication efforts of the County is a top priority.

Since 1995, Vision has partnered with nearly 700 local government clients across North America to develop their online presence, shaping the evolution of online government and transforming the way residents interact with local government.

A recent survey of more than 330 local government professionals revealed that though 77% believed their websites were "essential" to their communication strategy, only 34% felt their sites were "highly effective" today. Why is that? Our experience has shown that agencies often think about their websites in terms of the technology that powers them. Though CMS functionality is important, what really matters is what you can achieve through it. The clients we partner with endeavor to have websites that **Serve, Represent and Delight** their communities, drawing upon the experience and best practices we have honed over the last 20 years. More than just a website, Vision offers:

- **Expertise:** We have worked with leading agencies across the country, including the City of San Francisco, the City of Atlanta, Monterrey County and more. We have refined our approach in direct response to lessons learned from these agencies and will rely on this experience while guiding you through our research-based process.
- **Flexibility:** While our process is designed to uncover your needs and architect a solution to enable you to fulfill those needs, we also recognize the increasing tempo of change in the online world. Not only has the visionCMS™ been designed to put control in your hands, but we maintain an active user community and provide on-going educational opportunities to ensure you stay up to date about trends and have the tools to adapt to them.
- **Innovation:** Years ago, we were the first local government website developer to offer mobile websites. Similarly, we were the first to offer mobile responsive design. We take our responsibility to deliver "what's next" to our clients very seriously and continually bring enhancements to the visionCMS™ and share about trends with our Client Partners via our online forums, webinars, and regional live user groups.

We see tremendous potential for your website and would welcome the opportunity to help you achieve it. I look forward to talking with you soon about what's next for Fresno County.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Reed McGinnis'.

Reed McGinnis
Regional Sales Manager, Vision



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Executive Summary

For nearly 20 years, Vision has maintained its leadership in government website development. While most companies take a cookie-cutter approach, Vision remains true to the idea that every community is unique. Through our service of nearly 700 of some of the most progressive municipalities across the United States, we developed and refined a comprehensive, research-based development process that will help us understand your goals and implement a solution that will address your community's needs and reflect its personality. Our approach is one of partnership, guiding you to achieve extraordinary results by creating a website that will address three governing purposes, to: 1. Serve, 2. Represent and 3. Delight the community.



Serving your community

Vision recognizes the core of a county government's online presence is to Serve the members of their community. This means providing key services online to allow residents to conduct business with you 24/7 - eliminating the need for cumbersome visits to your offices.

Vision takes the core purpose of serving your community seriously. We will ensure that your residents' needs are quickly addressed by:

- Analyzing the top tasks residents look to complete on the website and the way they access your current site
- Consulting with you to ensure these needs guide the design process
- Providing numerous interactive components, such as Online Job Applications, Facility Reservations, Online Payments, eNotifications and more to create a robust, functional website.

We feel that quality and design are necessary components to ensure your community is well served. At Vision, we will work with you determine and meet your community's specific needs.

Representing your community

In addition to providing basic services, many of our customers are recognizing that their website can become an indispensable part of their overall communications strategy. Years ago, the concept of "branding" was rarely discussed. However, as residents expect more from their county's online presence, many Vision clients are seizing the opportunity to use their website to brand their community, its leaders and their individual agencies and departments.

- **Your Community**– Use of bold graphics and full resolution imagery to convey the identity of your community. Vision clients leverage the flexibility of the CMS to change out homepage backgrounds to reflect their community's seasonal identity. We can highlight the economic and cultural identity of your county to residents, visitors and businesses.
- **Your Leadership** – Your elected officials are looking for ways to connect with constituents and have a non-mediated voice to the community. Vision sites are innovating ways for your leaders



to use the website as an important, and unfiltered, mode of communicating directly to the residents.

- **Your** Agency – Create an identity for your agencies and their missions. Leverage our visionCMS’s ability to individualize the design of your department’s subsite, while adhering to the overall style and approval structure of the larger site.

“The new website represents our city well and helps us tell our story to visitors and citizens alike.

Don Tracy, City of Cedar Park



Delighting your community

Certainly, many residents’ interactions with the county can be far less than “delightful”. Since governments first went online, they have sought to digitize a mountain of forms, policies and other paper content and get it on the web. That thought process led to cumbersome sites, often with thousands of pages of dated content that confounds residents and challenges site administrators to keep content current and relevant. If residents can’t readily find the information they seek - quickly and easily and on the device of their choice - their opinion of their county administration can understandably be affected.

However, when a resident finds a website that is streamlined and can be accessed on their terms, the seeds of delight are planted. Vision’s process and functionality is ever-mindful of the resident, delivering a solution to keep content current, relevant and easily-accessible via:

- **A delightful mobile experience** – Vision was the first to bring mobile responsive design to government websites. Many of you residents want information right now, at the point of need, which means it should be equally easy to find and understand information on phones and tablets as it is on a computer.
- **A delightful visual experience** – When complete, your website will have a stunning design that reflects your community and your visitors will easily find what they are looking for. We will organize your information by audience, topic, service, and/or department, create multiple paths to information, and implement a site search tool.
- **A delightful interactive experience** - The website will include advanced interactive components for navigating special types of content like news, events, and directories. It will improve outreach with tools like eNotification and Web 2.0 features like RSS Feeds, Social Media Integration, and Bookmark and Share.
- **A delightful CMS experience** - To empower staff, reduce administration time, and give you complete control we will implement our advanced content management system - visionCMS™. With one click access to regularly used features and individualized workspaces, your staff will have complete control over their online experience.

A Partner that supports you in a changing world

Vision clients are our Partners. Our partnership does not end when the website is launched, rather that signals the beginning of the relationship. To best serve our Client-Partners, we have to help them adapt



to the increasing tempo of change. Your site is dynamic; your mission and priorities can change daily. In this environment, our clients realize they can no longer keep their site static for 4-5 years between redesigns while resident expectations increase and technology evolves.

Vision can provide you with tools which evolve to meet the challenges of tomorrow and advice on how to address emerging trends. We impart our expertise and best practices to ensure your site meets the challenges of today and tomorrow, by remaining innovative in our technology and approach. However, we do not innovate alone, and we realize another key aspect of staying ahead is to draw from others that share your same challenges on a daily basis. To meet that need for our Partners, Vision has built and maintains an active user community of hundreds of the most progressive cities in the US. Our Client Partners interact via our online forums and regional live user groups to share ideas, best practices and “pro tips” with their peers. Since our user community all work on a common Software-as-a-Service platform, attainable innovation is achieved daily, and our visionCMS, the most flexible CMS in the industry for the government market, allows our clients to respond to an environment of change.

visionCMS™

visionCMS™ was created from the ground up to be the most flexible CMS available to meet the government mission. It allows non-technical staff from different departments to maintain their own content while preserving consistency throughout the site. Its intuitive editor allows staff to incorporate text, images, documents, and links. Further, visionCMS™ allows you to control the delegation of authority. You can define the content that editors can update and the tasks they can perform. With the Approval Cycle, you can create any number of custom workflows that are unique on a per-department and/or type of content basis. This level of control and flexibility is unmatched in the industry. The system scales to support any size community: You are allowed unlimited users, pages, and categories.

Ongoing Support

Additionally, our visionLive™ subscription maintenance plan keeps you covered long-term, by including unlimited technical support, system upgrades and hosting for one set subscription fee. As technology advances, we will continue to lead the industry in flexibility and functionality with monthly release cycles to continually enhance the functionality of the visionCMS™. Flexibility is engrained in everything we do, so as an alternative, you are still free to host the website in-house or with a third-party provider. No matter how you would like to engage with us for ongoing service, we have a plan that will work for you! It is this commitment to service, coupled with our industry expertise, creativity, and advanced technology that will produce a remarkable website for Fresno County and its residents.

Vision would very much like to work with your team to Serve, Represent and Delight your community as your partner. We would welcome the opportunity to leverage our expertise, library of best practices and industry-leading tools to architect and support your website for many years to come. Thank you for the opportunity to offer this proposal and please do not hesitate to ask for any required clarification or additional information that will assist your evaluation of potential partners.



Conflict of Interest Statement

Vision is not aware of any conflicts of interest related to working with Fresno County or to performing the work described in this proposal. Neither Vision nor any of its employees has any known interest which would create any conflicts of interest.

Should Vision be selected to perform the work described in this proposal, any information which is known or which becomes known at a later date which may create an actual or potential conflict of interest will be fully disclosed in writing to the County.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

(Company Name)

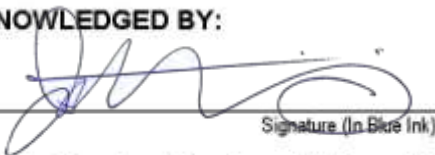
Has submitted information identified as Trade Secrets in a separate marked binder.**

Vision Technology Solutions, LLC

(Company Name)

Has **not** submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

ACKNOWLEDGED BY:


Signature (In Blue Ink)

(310) 805.637.8165

Telephone

Reed McGinnis - Regional Sales Manager

5/9/2016

Print Name and Title

Date

222 N. Sepulveda Blvd., Suite 1500

Address

El Segundo

CA

90245

City

State

Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder")

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records, or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>) or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:
(in blue ink)



Reed McGinnis - Regional Sales Manger
(Printed Name & Title)

Date:

5-9-2016

Vision Technology Solutions, LLC
(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSALFirm: Vision Technology Solutions, LLC**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: City of San Marcos, California Contact: Sarah Divan, Communications
 Address: 1 Civic Center Drive
 City: San Marcos State: CA Zip: 92069
 Phone No.: (760) 774-1050 ex. 3174 Date: February 2015
 Service Provided: We provided the County with Vision Content Management System implementation, graphic design, navigation design, interactive components, hosting and maintenance.

Reference Name: City of Glendale, California Contact: Damion Patrick, Project Manager
 Address: 141 N. Glendale Avenue
 City: Glendale State: CA Zip: 91206
 Phone No.: (818) 551-3012 Date: April 2014
 Service Provided: We provided the County with Vision Content Management System implementation, graphic design, navigation design, interactive components, hosting and maintenance.

Reference Name: City of Manhattan Beach, California Contact: Leilani Emnace, IS Manager
 Address: 1400 Highland Avenue
 City: Manhattan Beach State: CA Zip: 90266
 Phone No.: (310) 802-5571 Date: January 2014
 Service Provided: We provided the County with Vision Content Management System implementation, graphic design, navigation design, interactive components, hosting and maintenance.

Reference Name: Carver County, Minnesota Contact: Joseph Satre, Administrator
 Address: 600 E 4th St
 City: Chaska State: MN Zip: 55318
 Phone No.: (952) 361-1565 Date: December 2015
 Service Provided: We provided the County with Vision Content Management System implementation, graphic design, navigation design, interactive components, hosting and maintenance.

Reference Name: Durham County, North Carolina Contact: Hudson Oliver, Systems Supervisor
 Address: 200 E Main St
 City: Durham State: NC Zip: 27701
 Phone No.: (919) 560-7084 Date: January 2015
 Service Provided: We provided the County with Vision Content Management System implementation, graphic design, navigation design, interactive components, hosting and maintenance.

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County. * **Note: This form/information is not rated or ranked for evaluation purposes.**



Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.



No, we will not extend contract terms to any agency other than the County of Fresno.



(Authorized Signature in Blue Ink)

Reed McGinnis - Regional Sales Manager

Title



Exceptions

Because Vision Internet specializes in web development and support services, we would recommend using the MSA that our government clients use and attaching the County's contract, so as to make your terms part of the agreement. We can discuss any conflicting sections, and we reserve the right to object to conflicting terms in the County's sample contract.

Included with our proposal package is a sample of the MSA that our government clients use. However, we understand that you may have modifications which we can discuss with you. Please see the included envelope labeled "Master Services Agreement Sample" for this information.



Company Data

Company History – Shaping the Evolution of Government Websites

The fact that Vision has been in business for the past twenty years offering website consulting, design, development, hosting, and maintenance services is not nearly as important as how this experience equips us to address the unique needs of Fresno County. The insights gained, combined with the consequent innovation stoked from serving 700+ progressive cities across the US, well positioned Vision to be a thought leader in the industry.

In the beginning, when the notion of a government agency even providing a website offering basic contact information was considered “cutting edge”, Vision launched its first version of the visionCMS™ which enabled even non-technical staff to update and maintain dynamic websites. The flexibility and ease of use sparked creativity and agencies began expanding the services offered to residents online - adding features like job applications, RFP postings, and eNotifications - transforming websites into virtual city halls. As the use of smartphones became widespread, Vision focused on delivering mobile-friendly services and was the first local government provider to offer Responsive Web Design to clients. Innovation, focused firmly on the resident experience, is at our core.

If experience has shown us one thing it's that creating a successful online presence requires more than just technology. Our clients want a trusted adviser that can help them achieve their emerging goals. When the City of West Hollywood desired a creative design that would represent their unique identity and “not look like a government website”- they came to us. The resulting colorful, bold website has won seven awards from industry associations and creative agencies. When the City of Bell's new administration struggled to regain public trust in the wake of a corruption scandal - they came to us. Together we created a website that adhered to best practices for transparency and won an “A” rating from the Sunny Awards.

Each of the 700+ agencies we have partnered with over the years has had unique goals and objectives. We recognize you will, too. Our history of innovation and expertise in online government makes us exceptionally qualified to help lead Fresno County through a comprehensive, research-based process to achieve those goals, uncovering needs and creating a website that will uniquely Serve, Represent, and Delight your community.

“Vision’s experience was unparalleled, allowing us to learn what they had learned while working with other municipal clients. Their process was truly collaborative and strategic, allowing them to work seamlessly with our web content management committee and give our customers what they were looking for; a website that is attractive, informative, interactive, and intuitive.”

Bill Baker, City of Westbrook



Contact Information

Primary Contacts	Reed McGinnis – Regional Sales Manager rmcginnis@visioninternet.com 805.637.8165
Corporate Headquarters	Vision Technology Solutions, LLC dba Vision Internet Providers 222 N. Sepulveda Blvd., Suite 1500 El Segundo, CA 90245 310-656-3100 888-263-8847 toll free 310-656-3103 fax

Experience

Vision has extensive experience serving government agencies with populations ranging from towns of less than one thousand residents to cities and counties of several million. We serve all levels of government agencies, educational institutions and non-profit organizations, including websites for cities, counties, state and federal agencies, special districts, economic development departments, transit, performing arts, workforce development, environmental services, tourism and visitors bureaus, and more.



Similar Contracts

Within the last 5 years, Vision Internet has entered in over 200 contracts with government clients. Below is a small sample of these client contracts. Additional information is available upon request.

Monterey County, California

Contract Amount:	\$53,430
Contract Duration:	March 2014 to April 2015
Project Outcome:	Vision provided Monterey County with Vision Content Management System implementation, graphic design, navigation design, and interactive components.



Kings County, California

Contract Amount: \$59,900
 Contract Duration: February 2012 to April 2013
 Project Outcome: Vision provided Kings County with Vision Content Management System implementation, graphic design, navigation design, and interactive components.

City of Belmont, California

Contract Amount: \$44,195
 Contract Duration: March 2013 to April 2014
 Project Outcome: Vision Internet provided the City of Belmont with Vision Content Management System implementation, graphic design, navigation design, and interactive components.

Vision's Project Team

An essential component of the project process is establishing clear expectations about who will be involved in the project and what they will deliver. Vision enjoys the contributions of long-term, dedicated staff who guide the development of each and every project. Their expertise will ensure the success of your development.

	Role	Contribution to Your Project
	Kristoffer von Bonsdorff, Lead Project Manager	Kristoffer vast technical expertise coupled with deep knowledge of local government enables him to coach and guide the development of each website. A part of Vision's team since 2008, he oversees our staff of 10 project managers. Once your project is approved, Kristoffer will assign your primary project manager, who will serve as your main point of contact throughout the development.
	Uriz Goldman, User Experience Manager	Uriz is passionate about creating more intuitive customer experiences for each of our clients. As a Certified User Experience Consultant, he will oversee the comprehensive User Experience Analysis for your website, bringing a wide depth of experience gathered from working with hundreds of local government agencies since joining Vision in 2005.

	Natalia Cudlip, Art Director	Natalia's eye for detail and creativity have resulted in some of Vision's most stunning website designs since she joined Vision in 2007. As our Art Director, she will personally meet with you to discuss your project and help guide our team of designers to bring it to life.
	Joe Capucini, Training Manager	Joe is an experienced software trainer and consultant who specializes in adult learning. Certified as a Technical Trainer (CTT+), he has designed and delivered multiple training programs. He will equip you to get the most out of visionLive™, both through the initial training included in your project, but also through his on-going live training webinars available to all clients.
	Lyman Benton, Technical Support Manager	An expert at visionCMS™, Lyman oversees Vision's technical support team. These specialists will be your first line of defense if you have questions about how to use the system or need to solve technical and user-experience issues. You can reach out to Lyman or his team for live technical support via telephone or email.
	Robert Schnelle, Client Success Manager	Robert knows our CMS inside and out and has a passion for serving customers. He will work with you once your website launches to ensure you're getting the most out of your relationship with Vision, by monitoring the site's performance, consulting with you about new features and services and providing feedback during your Site Health Check calls.



Success Stories

Vision has developed hundreds of websites for a variety of local government and education agencies across North America. Our process is set up to uncover the unique goals of each organization and bring those goals to life online.

The following client profiles were included to showcase a variety of projects that were particularly relevant to Fresno County to help demonstrate how our process has worked for others with goals similar to yours.



Many companies claim to be experts about government websites, but I can tell you after switching to Vision we know who truly holds that title.

Sara Berry, City of Maryland Heights



Monterey County, CA

www.co.monterey.ca.us



Monterey County offers many great California experiences including historic sites - such as Big Sur, Cannery Row, and a number of wineries. With an economy based primarily upon tourism in the coastal California region, Monterey County wanted to develop a website that truly reflects the many destinations within the County.

The new Monterey County website now showcases Central California's Monterey Peninsula as a tourist destination. The homepage displays a rotating slide show with stunning professionally-taken photos that highlight an activity in each of the local cities of Pebble Beach, Monterey, Monterey Bay, Castroville, Carmel, Salinas Valley, Soledad and Salinas. The navigation buttons across the bottom of the page are transparent to allow for a larger full-page image, which makes the page more inviting, too.



Noted as having the “Best Climate on Earth”, the City of Lemon Grove, CA aimed to create a website that showcases its community pride and spirt. The vibrant homepage greets website visitors with a beautiful dynamic slideshow, a reformatted design layout built for maximum usability, and intuitive navigation categorized by the needs of residents, businesses and visitors.

Updates are made through visionCMSTM, allowing City employees to easily refresh content on a dialy basis. New interactive features can be found throughout the new website. An interactive community calendar listing all upcoming events and meetings easily interacts with personal calendars. An eNotification system allows users to subscribe to future notifications on news, calendar events, or job postings. The “I Want To...” search feature allows visitors to easily search for important information such as “Report a Problem” or upcoming events.



The City of Palm Springs is a picturesque tourist destination with a unique community in the heart of California. It's known for its hot springs, stylish hotels, trendy restaurants and shops, and a number of golf courses. In order to better showcase what the City has to offer along with creating a strong overall communications strategy, Palm Springs partnered with Vision Internet to redesign its website.

Improved navigation and interactive tools keep the community engaged and fully informed. Responsive Design with visionMobile™ allows users to access the City's website while on-the-go and across all mobile devices. Residents are able to find frequently used services right on the homepage such as apply for a permit, submit a service request, or look up flights in and out of the Palm Springs Airport.

For website administrators, the technical transformation was just as dramatic. Once depending on the IT department to make all the website updates, the city staff now takes full advantage of the built-in workflow system in visionCMS™. This feature allows updates to be delegated to non-technical staff members and simplifies the website updating process.



- W3 Silver Award
- MarCom Award
- Davey Silver Award



The City of Glendale partnered with Vision Internet to build a website that engages citizens, provides easily accessible information, and delivers information efficiently. When creating this website, the City focused on their residents' needs. Everything from informative written content to a plethora of information on City parks, public safety, and local government information.

The new website features a clean, modern design, a well-configured customer-centric navigation structure, and access to the website with ease across different mobile devices with the help of Responsive Design with visionMobile™. The technology backing the website is the award-winning visionCMS™, a powerful government CMS that is simple to use.

Somerset County, NJ

www.co.somerset.nj.us



“ The website has been completely redesigned and reorganized, making it more user-friendly. You’ll notice a more streamlined homepage with easy access to information that the public requests most frequently.

*Patricia Walsh,
Freeholder Director*

Somerset County, New Jersey is at the core of Central New Jersey with 21 municipalities. It is home to diverse landscapes, population and development that reflect the lifestyles of over 330,000 residents.

The County partnered with Vision to redesign its outdated website, which was last launched in 1997. The new website now features beautiful photos submitted by residents that were all part of a photo contest that the County ran last year. These beautiful images showcase various parts, culture and diversity of the County.

The goal was to provide an easy way for residents to conduct business with the vast County, while reflecting the character of the area. Additionally, special attention was paid to ensure the site’s compliance with WCAG 2.0 standards, including the incorporation of a specific, accessible color palette in the design and creation of content content compliant with accessibility best practices.

Finally, with so much important information to offer to County residents, a special area on the homepage was created, allowing users to choose from eight topics of interest to see additional information. This, combined with key content like news and upcoming events, allow users to easily find the information they’re looking for. Over time, the flexibility of the CMS will enable Somerset County to monitor the site’s usage and adjust the homepage buttons based on their community’s needs.

Fort Bend County, TX

www.fortbendcountytexas.gov



“ Vision Internet’s professional and organized approach to website design has resulted in an outstanding new website for our county – within our deadline and our budget!”

Ray Webb,
Director of IT and CIO

After a thorough selection process, Fort Bend County found Vision Internet to be the most-knowledgeable government website development team out there. Almost two decades of government website consulting and design expertise, an award-winning portfolio, and access to the industry’s leading government content management system – visionCMS™ proved the Vision Team was the best suited to build a forward thinking, engaging government website.

Over 1,100 pages were migrated from the old County website to the new, user-friendly design. An updated navigation system effortlessly guides users through the familiar content using multi-level super menus, a quick navigation dropdown, graphic icons for frequently visited pages, multi-lingual functionality, and more. Many new interactive components were added to the new website, including an advanced calendar system, easy-to-search staff directories, online payments, an e-Notification System, and more.

Sections of the new dynamic homepage are dedicated to the announcement of upcoming community events, important announcements, and the County’s latest news. Responsive Design with visionMobile™ provides the new County website with comprehensive mobile technology. When users access the site using a mobile-device, the website displays a unique design for optimal mobile usability. Since the launch, the County has received overwhelmingly positive feedback from both citizens and staff members.

Durham County, NC

www.dconnc.gov



“ Vision Internet came with excellent recommendations from several counties and cities. They have extensive experience working with government agencies such as ours and bring the skills needed to ensure a successful government website.”

*Hudson Oliver,
IT Development Supervisor*

In 2012, Durham County underwent a complete re-branding to bring new life to its dated government image. As part of the re-brand, Vision Internet was selected to re-build the County website from the ground up. The Vision Team worked closely with the County and its branding consultants to create a user-friendly online information portal for its citizens, visitors, local businesses, and those looking to invest in the County.

Since switching their content management system to visionCMS™, the County has taken large steps toward improving their overall government transparency. The CMS is powerful, yet simple to use regardless of technological experience. For this reason, over 30 staff members have been easily trained to create, update, and manage website content with ease. An abundance of information and online servers are now readily available to the site visitors, making the County more transparent than it has ever been.



“ One of the main goals for the website redesign is to encourage citizen engagement by our residents. We designed this website with the citizen in mind.”

*Deanna Gescheider,
Director of Communications
and Community Engagement*

Increased community engagement was a top priority when Reno, Nevada set out to redevelop their City website. The website was redesigned to provide website visitors (especially citizens) with a positive and fully engaging online experience. The new homepage design was inspired by accessibility. An enhanced search bar positioned in the center of the homepage allows citizens to easily search and discover information of interest. Thoughtful navigation, intuitive icons and the beautiful backdrop photography (provided by the citizen's of Reno) create a stress-free environment to interact.

To encourage tourism, a comprehensive community events calendar was added to the new website. This calendar allows both locals and visitors to view events taking place in and around Reno. Hotel booking capabilities were also incorporated into the new website to allow for a one-stop shop for visitors interested in the region. For those wanting to dig a little deeper, the City's social media links are prominently displayed as well as a link to the Biggest Little City movement.

The City of Reno website is powered by visionCMS™, an award-winning government content management system developed by Vision Internet. A number of interactive visionCMS components are featured on the Reno website including e-Notification, multilingual translation, facilities and staff directories, job application management, and more. Mobile-friendly versions of the new design are automatically displayed on mobile devices using Responsive Design with visionMobile™.



The City of Fort Lauderdale, the eighth largest city in Florida that's surrounded by the Atlantic Ocean, New River and many other scenic inland waterways, lives up to its reputation as the "Venice of America". Once known only as a tourist destination, the City has now established itself as a world-class international business center with an advantageous economic climate and holding the most desirable locations for new, expanding, or relocating businesses. In order to properly showcase the community and opportunities that Fort Lauderdale has to offer, the City teamed up with Vision Internet to redevelop its website that would more prominently feature the City.

With the help of an intuitively restructured site map and navigation tools such as mega-menus, a powerful search bar, and dynamic news and calendar feeds, visitors can now easily find frequently requested information quickly and with only a few mouse clicks. The City's homepage also features parallax scrolling to include more information with a clean and uncluttered design. Responsive Design with visionMobile™ ensures optimal viewing when the website is accessed by a mobile device, making it even easier to get important City information while on-the-go.

The City of Fort Lauderdale website is powered by visionCMS™, Vision Internet's award-winning government CMS. This powerful content management system features an intuitive user interface and many more innovative features including personal toolbars, in-page editing, customizable page templates, and more.



Client Testimonials

“ Creating a website for a county can be challenging because each department has its own interests and understanding of what a website should be. The analysis of our existing website and community has given me data to back up my recommendations based on science, not emotion – helping to keep everyone on the same page as we work through the process. This has been invaluable as we refine our web presence from a mere website to the future: a customer service portal.

Kevin Tunell, Yuma County

“ This is my eighth career website, and visionCMS™ is the best content management system I have had the privilege of working with. It is beauty as well as function.

Mandy Cawby, WaterOne

“ We could not have had a better experience with Vision. Everyone was super-responsive, patient, very helpful and positive throughout the entire project. Anytime we needed guidance, our Project Manager was always there for us. The Vision Team went above and beyond. They were as invested in the website as we were, and we truly appreciated that!

Anthony Wilson, City of San Angelo

“ With any technology, you need the good foundation of a website, which we have now. Vision’s content management system has given us infinite space to expand and enhance our site. It’s exciting to have an idea and then have the tools in hand to create a cool new way to communicate with the public.”

[John Bernstrom, City of Grand Forks](#)

“ The visionCMS™ platform gives us a lot of options to creatively deliver important information. Whether it’s in a video format or an email through the eNotification portal, we have creative ways to use the tools available within this platform that ultimately make it easier for the public to stay informed.”

[Stacy LaVanture, City of Palm Bay](#)



Financial Statements

Please note that we are a financially sound company, profitable, and have been in business since 1995. We have no pending litigation, no bankruptcies, and no planned office closures or mergers. Vision Internet has not been declared bankrupt, made a voluntary assignment in bankruptcy, or made a proposal under any legislation relating to bankruptcy or insolvency under the laws of any province, territory, state, or country.

Per your RFP, we can provide our company's financial statements. Because this information is confidential, we are not including it with our proposal submission to protect our proprietary information from accidental dissemination. However, we can provide this information in a separate, sealed package upon request.

Contract Termination

Vision has not had any contract terminations currently or within the past five (5) years.

Pending Lawsuits or Legal Actions

Vision has not had any pending litigation, no bankruptcies, lawsuits, legal actions, and no planned office closures or mergers within the past five (5) years.

Payment Problems with the County

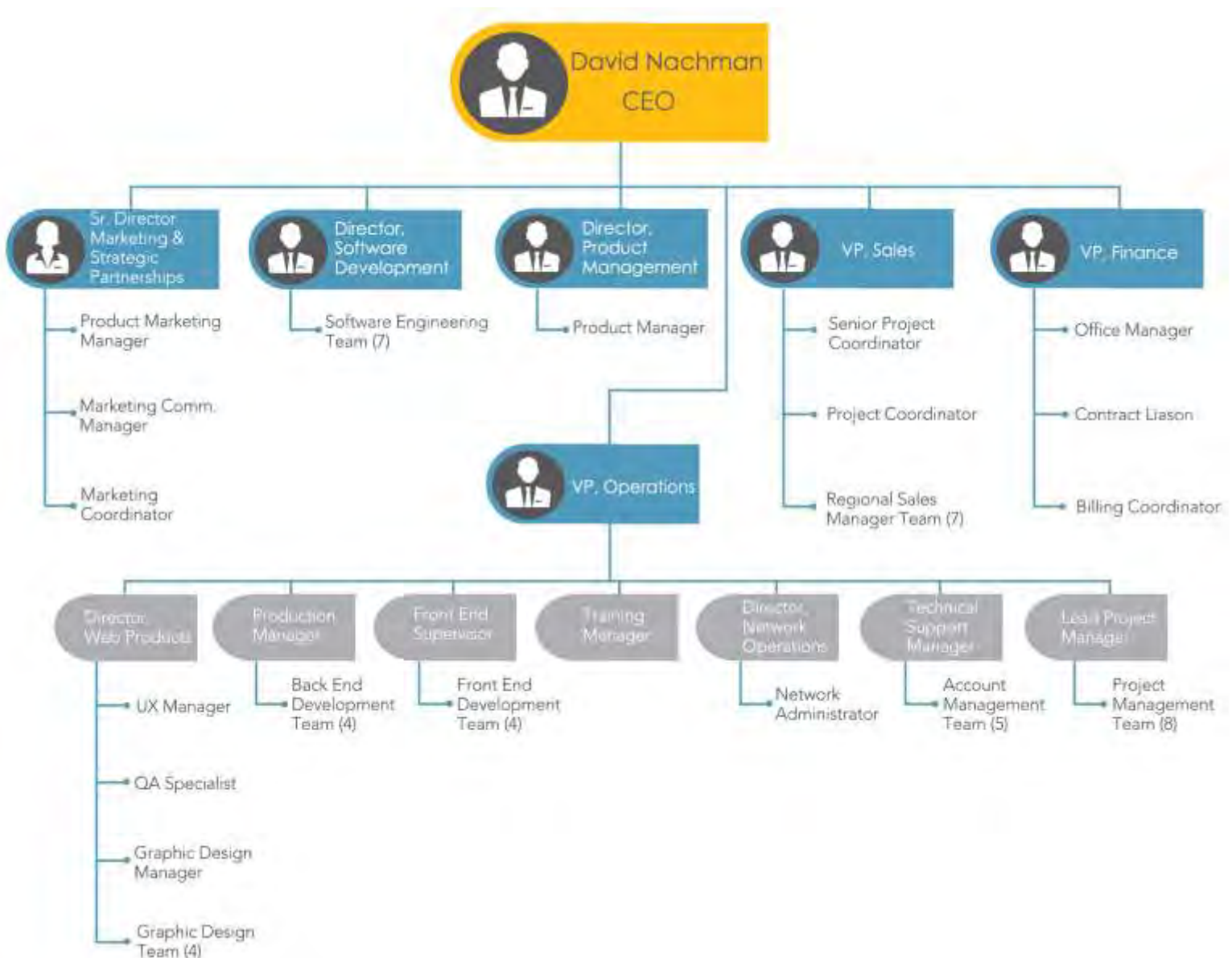
Vision has not had payment problems with the County within the past three years.

Scope of Work

I. Company

1) Describe, in detail, your organization's company structure and include a *company* organization chart.

Vision Internet's sixty-two team-members have diverse, overlapping skills guaranteed to make your project an overwhelming success. Vision Internet has assembled a fantastic team of motivated, passionate individuals excited about the work they do and the solutions they provide. Coming from a variety of backgrounds, each contributes exceptional technical skills, solid business expertise, and diverse industry experience. Below is our company's organization chart.





2) How many project managers, customer service, and/or technical support staff would be assigned and available to assist and support ISD and the solution project, during implementation and maintenance?

Every member of the Vision Internet team brings years of experience and ability to any project they work on. For your project, we will assign one of our highly skilled Project Managers who will work with our lead Project Managers on developing your website. We will also assign our in-house developers and designers, who have experience creating award winning websites for other government projects.

3) Provide the titles, experience, and qualifications of the vendor personnel responsible for response at the various levels of support.

Please see page 17 for full details of our key personnel.

4) Describe your experience with WCMS upgrades conversions. How many clients are using the proposed solution? How long has the solution been in production for these clients and what types of services? Describe the number and complexity of those conversions.

Our latest version of our CMS solution is visionCMS™ 6. We currently have 502 clients using the latest version of our CMS solution. The visionCMS™ 6 has been in production for over two years. Though our visionCMS™ 6 has been in production for over two years, we release monthly updates to the CMS that includes new features, functionality and tools that are automatically added to all visionLive™ client websites at no additional charge. For a full list of services provided by the visionCMS™, please see page 97.

5) Provide a description of your company's ability to launch a solution within 180 days of contract signing.

While it is possible to launch your website within 6 months, we would recommend a longer schedule to take into account the County's decision making time. Please see page 66 for details.

II. Project Objectives

A. Design/Layout

1) The vendor will provide services to design, develop, and implement a new web site for the County of Fresno.

Each of the 700+ agencies we have partnered with over the years has had unique goals and objectives. We recognize you will, too. Our history of innovation and expertise in online government makes us exceptionally qualified to help lead Fresno County through a comprehensive, research-based process to achieve those goals, uncovering needs and creating a website that will uniquely Serve, Represent, and Delight your community.

The flexibility of our content management system allows for creative freedom in styles and layouts not available from other firms. Our team will work with you to understand your community and create a design that will provide an accurate sense of place for your virtual visitors:

Please see page 60 for full details on how Vision will provide Fresno County with website design, development and implementation.

2) The system will be a responsive design to display properly on various devices, such as smartphones, PCs, tablets, etc.

Your site visitors utilize a wide variety of devices to access your website, including mobile phones, tablets, and computers with large and small monitors. Fortunately, with visionMobile™ your website will detect the screen resolution of the user's device and automatically respond, producing a view of the site optimized specifically for that screen. This ensures your site visitors will be able to easily use the site, no matter what device they are using.



Understanding that Responsive Design is key for the County, our experience and innovation in this area makes us the clear leader for mobile technology. Since launching our first responsive site in January 2013, we have built quality Responsive websites and continue to be a leader in this innovative technology.

3) The system will provide multiple design style/template options with font/color/layout that maintain consistent look and feel but provide variety for content editors.

Unique to visionCMS™, the SiteMaster Template Builder allows your website administrators to create and configure custom interior page layouts throughout the website. Need to create a two-column page that displays just news and calendar items? Have a special event that needs a unique landing page? No problem! Simply drag and drop your desired content and widgets and your new layout is set. Best of all, you can determine which department content editors are able to use individual templates, providing additional oversight. The SiteMaster Template Builder puts you in control and ensures you will be able to easily adapt to your organization's changing content needs.

Additionally, the content editor allows for customization of content, including text attributes (e.g., bold, italic, underline), addition of images and documents into the body of the content, links to other content, and HTML editing among other things.

Users can create page templates within the visionCMS (VCMS). Widgets can be added or removed from these page templates. Page templates are used to create the pages on the site and widgets are customizable via widget settings.

4) The public site will be ADA Section 508 Standards Compliant for viewing by visually or physically impaired individuals.

Knowing that the County has a duty to serve the entire community, we implement websites which maximize accessibility for those with disabilities. Content on your website will be available to those with disabilities in a variety of ways, including with Alt-Tags automatically attached to images downloaded onto the site. Your website's site map will also be useful for visually impaired users, as screen reader software can read through it faster than the site's usual navigation. These are just examples of the ways that Vision Internet can provide for your community members with disabilities.

Please note that we meet Section 508 and WCAG 2.0 requirements; we can discuss specifics of other standards upon request.



5) *OPTIONAL*: Please describe your ability to provide for the creation of our own templates for use by content editor staff.

Our vision CMS™ will provide developers the ability to create, modify, and maintain website templates, including the ability to directly edit the underlying website code (HTML, CSS3, scripts, etc).

B. Functionality

1) The system will allow for storage and retrieval of ancillary documents and files and does not restrict file size or quantity of files placed on the server.

One of the main reasons people visit a local government website is to get information and download important documents and forms. With the Document Central, website visitors can easily find the information they need, and you can slash printing and distribution costs for all types of documents.

Based on our extensive experience in content management, we recommend a centralized location for all documents. This allows website visitors to browse for documents from a single, categorized location as well as to access information from individual pages within the website. Furthermore, it allows easier administrator management of files, thus preventing confusing links and ensuring there are not multiple versions of the same document throughout the site. To prevent broken links in the website, the Document Central prevents deletion of linked documents and provides a complete list of pages linking to the document to simplify website administration.

We recommend all documents be stored in Adobe Acrobat PDF format to enable everyone to view them, regardless of platform. However, you may upload most types of files including Microsoft Word, Excel, graphics files, and audio or video clips.

2) The system will provide a simple and intuitive WYSIWYG content editing interface.

Our solution includes a WYSIWYG (What You See Is What You Get) Text Editor that is based upon standard document creation components that make it easy for your non-technical staff to edit and format text. Using the WYSIWYG editor's simple interface, users can add HTML tags to documents and create tables, add links, insert images and perform spell checks, similar to how this would be performed on Word. With the WYSIWYG editor, they can also change font styles, colors, sizes, and formatting such as bold, italics, and underlining. If your staff has used Microsoft Word, then they should be able to easily use the Vision Content Management System.

3) The system will include a comprehensive search tool.

visionSearch is a premium search alternative to our standard Google Search. Since many website visitors use search as the primary means of finding what they want and exploring your website, it is important to have a search tool that provides fast and accurate results. In addition to searching HTML pages and documents on your website, this powerful tool includes all of the functionality that visitors and administrators expect in an industrial-strength search engine.

Features for website visitors include:

- **Sorting** – users can sort their search results by Relevance, Last Modified, Title or Content Type
- **Filter** – users can use the Filter by Content Type checkbox to quickly select the type of content they want to include in their search results

- **Advanced Search Options** – users can use the advanced options to easily apply Boolean options to their search criteria; options include searching with all of the words, with the exact phrase, with at least one of the words and without the words; in addition, another advanced option lets users filter by document type, such as HTML, Word, PDF, etc.

For site administrators, visionSearch allows significant control over what content is indexed by search and how it displays. Configuration tuning options include:

- **Page Promotion** – this is the ability to add keywords to promote a specific page higher in the search results
- **Search Synonyms** – Configure synonyms so the search results will consider the words or phrases to be exactly the same (for example, you can configure the visionSearch so if a user enters trash, rubbish, or garbage then any page containing any of these words will be returned)
- **Search Scope** - defining the scope of the search index, potentially allowing you to display results from multiple websites, or just for one specific department
- **Display Options** – administrators can also refine what search options are presented to visitors

4) The system will support content updates with the ability to route through an approval change process.

For websites where content authorship and updates are distributed throughout an organization's departments, it is helpful to implement the Approval Cycle where content updates and changes do not go live on the website until one or more persons have approved them. Our clients find that having the Approval Cycle allows website maintenance to be delegated while ensuring consistency throughout the site. This eliminates errors and the posting of inaccurate content.

5) The system will allow COF staff to create on-line forms for data submission.

Interactive forms are the staple of an effective government website. They allow users to communicate and interact with their government at convenient times. Vision Internet's Form Builder can be used to develop online forms for asking questions, getting feedback, or submitting applications. **Keep in mind that these online forms can be used for replicating many paper forms the County uses, including service requests.**

The Form Builder also provides you with the ability to easily create your own online surveys and track the results in real-time. In contrast to the traditional paper survey approach, online surveys are more convenient because they eliminate



Figure 1: The Form Builder lets you create forms and surveys where the results are stored in a central database and interactive reporting tools let you create graphical representations of the responses.



the time and expense of mailing back responses. Furthermore, you can display the results in several formats, including graphical representations. This allows your staff to aggregate the responses and view them in report format.

Along with the ability to create your own online forms, we will also include a set of 12 form templates. You can customize these forms to be used for employment applications, service requests, business license applications, gathering feedback, submitting events to the website's online calendar, and satisfaction surveys. Additionally, your staff can customize these forms for more specific functions.

The tool supports fill in the blank, multiple choice, multiple select, and ranking type questions. It also has an export function so you can analyze the results using Excel or any other program capable of importing CSV files.

6) The solution will allow for data and content migration to the new site. This task will be a joint effort by both the successful vendor and County staff.

Included in the scope of your project is the content migration of up to 200 pages into the new website.

A critical part of developing a useful, customer-focused website is evaluating and editing the content that exists on your website today. Total page migration shouldn't be your goal; rather, keeping the information that is important to your customer and delivering it in a way that is easily understood should be.

Vision's Advanced Content Strategy Consultation provides a highly-customized approach to understanding your customer and evaluating on-line processes. Vision's Content Strategy Expert will help you develop and implement a content strategy that fits your organization and will train your content writers how to write better content utilizing plain-language principles. This unique, one of a kind service offering will help Washtenaw County discover the best way to approach your content. In addition, it will encourage and inspire your executive leadership and internal departments by providing a unique, hands-on learning experience led by an experienced Government Content Strategy Expert empowering your staff to look at your website content through your customers' lens. The end result is fewer pages to manage, a higher satisfaction rate from your customers, and the knowledge and training to write and publish better web content.

visionLive ^{cloud} content consulting package		Plus
		Included
 Content development and migration best practices guide		✓
 Website content best practices guide		✓
 Website persona exercise materials		✓
 Communicating with your audience exercise materials		✓
 Task process evaluation exercise materials		✓
 Writing for the Web textbook		✓
 Customized, on-site plain language exercise		✓
 Customized Writing for the Web training for your municipality (1 day on-site)		✓
 Content strategy evaluation & process meeting to create a custom content strategy process (1 day on-site)		✓
 Analytics report *		✓

*Available only if Vision is granted access to view analytics

7) The system will be able to provide site visitors with content subscriptions and email alerts.

Increase communication, draw in more repeat users, and get important information out more quickly, using our email based eNotification tool. Our tool provides a sign-up box allowing users to add their email addresses to receive important notices, and set their preferences for the eNotifications they would like to receive. Each registration is verified via a confirmation email that the user must respond to in order to complete the registration process. This same mechanism allows each user to change preferences including opting out from subscription lists.

To better manage the eNotification process, your staff can see how many subscribers there are for each category, plus edit subscriber information and export the subscriber database for use in other

systems. Additionally, a marketing dashboard allows administrators to track the number of sent emails and the open rate.

The best part about our eNotification tool is that it also integrates with the Calendar, Job Postings, RFP Postings, and News components, giving you the ability to broadcast event and news content from your website to your subscribers. There is no need to recreate the content. This integrated approach enables your users to sign up for different types and categories of content on a single subscription page in order to have it delivered directly into their email box.

8) The system will provide site statistics.

To realize the full potential of your website, you must measure its progress. The easiest way to accomplish this is to actively monitor website traffic and the content most utilized by visitors.

Included with our hosting services, we offer web analytics to analyze website traffic. It presents site traffic reports in an organized and concise format, all with full-color graphics. By utilizing this, we are able to offer complete reports on website visitor patterns, referring sites, visitor paths, and demographics. The reports enable you to understand the website end-users, what search engines and keywords they use to find your website, the pages they access, the documents they download most often, and much more.



Figure 2: Web analytics provide advanced, interactive reporting.

The reports also provide activity and technical statistics that contain information about the average number of visits, the least and most active days, the length of visits, the total hits, the errors found on the pages, etc. These numbers are especially helpful when trying to determine the impact various site promotions have had.

The reports are made available to you over the web, and data is easily exportable to Word, Excel, and XHTML.

9) OPTIONAL: Please describe how your solution could expand to include internal, intranet sites after a successful launch of the external sites.

For details of our Intranet solution and implementation, please see page 58.

10) OPTIONAL: Please describe how your solution could provide type-ahead search functionality.

The included visionSearch component has an auto suggest feature that will recommend terms as you type.



11) *OPTIONAL*: Please describe how your solution could shrink/grow or redistribute content to accommodate multiple languages (Spanish, Hmong, etc.).

Included with your project is Google Translation Integration. We will provide links at the top of your homepage that allow for easy navigation between the different language sites. We are one of very few vendors that have specific experience developing foreign language websites. We have created websites in Spanish, Chinese, Haitian Creole, and Danish.

C. System

1) The system will have the option to be upgraded without re-coding.

Yes, our visionCMS™ will have the option to upgrade without re-coding.

Also, the days of developing your website, then not revisiting it until you redesign it 3-5 years later, are over. Your website should constantly evolve to meet the changing needs of your community. In order to facilitate this, Vision has built Site Improvement Credits into our subscription plan. These credits can be used to purchase any service Vision offers, from design time, to training to programming, enabling you to make incremental changes to your website without allocating an additional budget. Conversely, Credits can be accrued over the course of your contract if you would prefer to save up for a complete redesign.

2) The deployed system will be browser independent.

The frontend of the website will be tested in the browser/operating system combinations according to the following testing matrix¹:

	Firefox ²	IE 9, 10 & 11	Chrome ³	Safari ⁴
Windows XP	✓	N/A	✓	✓
Windows Vista/7	✓	✓	✓	✓
Windows 8	✓	✓	✓	✓
Mac OSX	✓	n/a	✓	✓

Once testing is complete, the site will be available to the public upon your final approval!

¹ Should the County require any additional testing with other browser/operating systems/mobile devices, we can discuss this with you during consulting and determine your precise needs. We can provide a budget for any additional work at this time.

² Latest released version.

³ Latest released version.

⁴ Latest released version.



3) *OPTIONAL*: Please describe how your solution could provide for the ability to have a staging/development site that can be used for training, testing.

At Vision Internet we take pride in the quality of our work and constantly strive for perfection. To ensure your website is free from defects, we put your site through our rigorous quality assurance process. The quality assurance process actually spans several phases of the project. Our experience has taught us that quality is highest when it is an integral part of the entire development process. The quality assurance process involves these five steps:

1. **Programmer Testing:** As the programmers and coders develop, they continuously test their work. Generally they are able to avoid and catch most potential problems because of our disciplined approach to programming.
2. **Alpha Testing:** The site is populated with test data and content. The development team methodically tests each function to ensure they are working according to the detailed specifications. Most problems are identified and corrected by the development team during this phase of testing.
3. **Beta Testing:** In the beta test, the site is populated with your actual content and tested by the project manager using different scenarios identified during the consulting phases of your project. This can include testing using specific browsers. At this stage you will also have access to our staging server and will participate in the testing.
4. **Soft Launch:** The site is moved to the production server and tested again verifying the site copied correctly and is functioning at its new home. This includes running a link verification tool to check for broken links.
5. **Commencement of Operation:** The site goes live and normal operation of the site begins.

We strive for perfection and our rigorous testing process is one aspect that helps us achieve some of the best results in the industry.

III. Technology Requirements

1) The application will always run on a client operating system that is consistently and currently supported by the operating system vendor.

The frontend of the website will be tested in the browser/operating system combinations according to the following testing matrix⁵:

	Firefox ⁶	IE 9, 10 & 11	Chrome ⁷	Safari ⁸
Windows XP	✓	N/A	✓	✓
Windows Vista/7	✓	✓	✓	✓
Windows 8	✓	✓	✓	✓

⁵ Should the County require any additional testing with other browser/operating systems/mobile devices, we can discuss this with you during consulting and determine your precise needs. We can provide a budget for any additional work at this time.

⁶ Latest released version.

⁷ Latest released version.

⁸ Latest released version.



Mac OSX	✓	n/a	✓	✓
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Once testing is complete, the site will be available to the public upon your final approval!

2) The application will run on the latest supported release of any required third-party software, such as JAVA, Flash, etc. within 30 days of release.

Our content management system can easily work with many third-party systems, provided they are web-enabled. Most of these types of components can be given the same look and feel as your main website via modifications to the presentation template. For your project, we will provide you with an HTML template that vendors of these third-party components can use. We will also integrate links to these third-party components into the overall website navigation. There are many examples of where we have used this approach, including the Cities of Newport Beach, CA; Rancho Cordova, CA; and many others.

Another approach is to create a web interface for existing third-party databases. We used this approach in displaying tax records exported from a mainframe system for Vanderburgh County, IN; Contractor information from city databases for the City of Hamilton, OH; and staff and student contact information from school databases for the UCLA School of Law.

3) Should the solution require installation of software on the client PC, the system will install and be available on the all users' desktop.

There are no requirements for workstation software. Current browser support is all that is needed for a workstation.

4) Administrative rights will not be granted to either the client or the server in order for a user to perform day to day operations of the system. An account may be granted elevated privileges for data collection.

Yes, we can create different user groups with different sets of permissions used throughout the website. Groups of users can be configured with different access rights and managed centrally. User accounts and what content rights they have are easily managed from a choice of areas.

5) The system will use standard IT industry methodologies for software design, especially for external data exchange interfaces, Application Programming Interfaces (APIs), and interfaces to common infrastructure support services

In the development of the website, we will use industry methodologies. Our solution uses Microsoft ASP.NET (C#). It is important to move information back and forth between programs. The API (Application Programming Interface) function is available for fetching data from the Calendar component and the Service Requests component. You can fetch all of your information out of the database for the Calendar component and Service Requests (GovTrack) component, Facebook and Twitter, for integration into other systems, to create a custom display, as a backup, archiving or exporting into files. Note that the current functionality only allows for fetching data, not pushing data to the system.



6) Describe the hardware, software, database, and network capability required to implement and operate the proposed system for current user and client volumes, as well as to accommodate a potential 15% annual expansion over a five year period.

visionCMS™ Hardware and Software

Below are details on the hosting environment we are offering the County:

Shared Server

- Quad-core or Hex-core processors
- 10 GB~16 GB memory per hosting virtual server
- VMware High Availability Configuration
- RAID 50 and up Storage Area Network Configuration

Vision's solution is flexible. If you or a third party is hosting the website, we recommend the following:

Web Server

- Dual processors with quad cores at minimum 2.8 GHz CPU
- Minimum 6 GB RAM
- Minimum 40 GB Hard Drive
- Windows Server 2012

Database Server

- Dual processors with multiple cores at minimum 2.8 GHz CPU
- Minimum 8 GB RAM
- Minimum 80 GB Hard Drive
- Windows Server 2012
- Microsoft SQL Server 2012

Note: The Web Server and Database Server can either be separate or reside on the same machine. In case they are on the same machine, the minimum requirements are dual processors with Quad cores and at least 2.8 GHz CPU and 8GB RAM. For better performance, we recommend dual processors with Quad cores and 3.0 GHz CPU and above.

7) Identify the specifications and quantity of each hardware, software, database, network or telecommunications component required to operate the proposed system at the performance levels specified above.

Please see our answer to question 6 above for details.

8) Hosting vs. On-Premise: Please describe whether the proposed solution is on premise at the County of Fresno data center or hosted in the cloud. If cloud, please provide details of the service.

For full details of both our Hosted and On-Premise solutions, please see page 77. Our proposed solution would be our hosted visionLive™ solution, but can accommodate for an on-premise solution if the County wants to host themselves.



IV. Implementation Requirements

A. Develop Project Work Plan & Implementation Schedule

1) The vendor will develop, and keep updated, a Project Work Plan and Implementation Schedule using Microsoft Project or other ISD approved software. The approved project plan will be the basis for tasks and responsibilities.

Yes, our assigned project manager will work with the County and provide a project work plan and implementation schedule through Microsoft Project. For details of the project implementation plan, please see page 60.

2) The ISD Project Manager will approve changes to deliverable time frames in writing at least two weeks prior to the impacted milestones. All approved changes will be reflected in the work plan and the vendor will highlight and explain any major changes to an earlier approved version.

Yes, our assigned project manager will provide in writing via email changes to the deliverable time frames prior to milestones.

3) The vendor should identify all relevant assumptions made in the development of the project plan. All assumptions will be clearly documented; including assumptions made for development software tools, use of any third party software, County of Fresno resources providing assistance, etc.

Yes, during the consultation stage of your project, our assigned project manager will work directly with the County to identify any and all assumptions to software tools, functionality and components.

B. Project Management

1) The vendor will manage and deliver the goods and services defined in the Scope of Work.

Yes, Vision will work with, manage and deliver the goods and services defined in the County's scope of work. Please see page 60 for full details on how Vision will provide Fresno County with website design, development and implementation.

2) The vendor will provide a *project* organization chart specific to the personnel/staff assigned for the duration of the contract.

Yes, included with your project will be a detailed project organization chart that will give specifics as to the staff assigned to your project as well as a detailed chart of the project phases that will be taken in the development of your new website.

3) The vendor will designate a Project Manager who will have the authority to commit the resources necessary to satisfy all contractual requirements.

For your project, we will assign one of our highly skilled Project Managers who will work with our lead Project Managers on developing your website.



4) The vendor will utilize a comprehensive methodology for ongoing project risk management to address such issues as technical risk, resource issues, scheduling problems, readiness, etc.

Please note that Vision has been developing websites for government and public agencies for over twenty years, and that we have extensive experience in developing exceptional websites on-time and on-budget.

Regarding potential risks, we can meet your projected deadlines. However, variables which may affect any agreed upon launch date include participant decision times and any customizations County may request.

We can discuss the schedule with you upon request and, during the contract process, agree upon the best timeline for your website's success.

5) The vendor will define notification and escalation procedures to address extended and unresolved problems, and system failure to the vendor Project Manager and ISD Project Manager. The escalation procedures will include, but not be limited to the following:

- **Conditions warranting additional help in resolving a problem**
- **Time duration between escalating to the next level of support**
- **A diagram depicting the various levels of response**

As a part of contract process, we can prepare a SLA tailored to Fresno County's needs. We can negotiate this with you during this portion of the project.

C. User Acceptance Testing and Corrections

1) The vendor will conduct a User Acceptance Test to ensure ISD users are able to successfully use the WCMS.

Yes, during the implementation stage of your project, our project management team will conduct a User Acceptance Test to search for any bugs or complications to the site as well as to ensure users are able to use the new website.

2) The vendor will develop test scripts, review results and recommend initial system acceptance. County users will assist in the actual test and be responsible for final approval of user acceptance test recommendations.

Yes, during testing of the new website, we will work directly with the County's users to review all results of the tests as well as go over recommendations from the users.

3) The vendor will make any corrections based on the results of the User Acceptance Test.

Vision will make all corrections to the website based on the User Acceptance Test results that are relevant to the original scope of work. We will need to discuss further with the County any corrections outside the original scope of work.

D. Documentation

1) The vendor will provide updated documentation in electronic form, which details how users, administrators, and IT staff perform WCMS functions for the version of the system delivered.



Included with your project is an online reference guide with full details on the Vision Content Management System™ and its components. This centralized, online reference will have screenshots from the VCMS™ so that it will be easy-to-use for your entire staff. Information included with the online reference guide includes:

- Details on the VCMS™'s interactive components
- Directions on managing site content
- Instructions on maintaining Section 508 compliance
- Instructional videos

Your website's online reference guide will insure that your staff will always have an easy-to-use site guide close at hand!

2) The user manuals will present system functionality to end users in a clear, concise, non-technical manner.

Yes, the manuals will address all system functionality and interactive components

3) All technical and end-user documentation and training materials provided by the vendor will become the property of the County of Fresno, at no additional charge.

Yes, the training materials will be provided to the County at no additional charge.

4) OPTIONAL: A corresponding on-line tutorial and/or instruction on system use for new staff is desired.

Yes, we can provide the County with on-line tutorials and instructions on our system use and functionality.

Training Webinars

Every month, Vision provides free training webinars to clients. These sessions focus on visionCMS™ functionality, client best-practices and general trends from the industry, such as transparency, accessibility and content strategy. Anyone from your organization that is interested may attend at no cost, providing an easy to access training resource.

Innovation in Online Government Academies

Vision's Innovation in Online Government Academies bring our clients together to participate in a free educational conference showcasing best practices and trends in website management. Each one-day event features a keynote from an industry-leading speaker, educational sessions about trends in the industry, an update about what's new at Vision and advanced training on the visionCMS™. We are at our best when we're listening to our clients and these events provide a unique opportunity to learn and develop together.

E. Transfer Knowledge & Train Users

1) The vendor will provide ISD staff with training necessary to fully operate, maintain, and develop new functions for the system. ISD will be responsible for ongoing training after full implementation. Training may be conducted in the Fresno area or remotely using web conferencing. ISD will secure an appropriate training location.



Vision Internet is including two consecutive days of onsite training within the scope of your project. This consists of a session for each of your department's content authors and an overall system administrator and will cover creating and updating content, managing security, system configuration, and more.

Training is conducted onsite at an office of the County's choice by the training manager. Each trainee ideally should sit in front of a computer and work along with the instructor who will demonstrate using a projector. Because the system is so intuitive and easy to use, the duration of the class for regular content administrators is only half a day. An additional half a day is needed to train the website system administrators or "super users." A typical training class can accommodate up to 15 trainees at one time.

Because our content management tool is so easy-to-use, even your non-technical staff should have no problems managing the website by themselves. We believe that this ensures your staff will be completely capable of managing the website without incurring further, unnecessary maintenance costs.

Below are additional details on our training services:

Session I: Basic Training (Content Managers)

- Homepage functionality overview
- Interior page overview
- Logging in, dashboard and administration interface overview
- Site Content
 - Pages
 - Adding, editing and deleting
 - Publishing
 - Documents
 - Images
 - News
 - Calendar
- Awaiting My Approval
 - Approving and publishing content
- Locked Content
- Change Password
- Help section

Session II: Advanced Training (Super Users)

- Site Content (Components A-Z)
 - Form/Survey Tool
 - Business Directory
 - Photo Album
 - Service Request
 - More as time permits or special requests.
- Site Settings
 - Configuration
 - Reports
 - Trash Can
 - Departments
 - Content Groups, Content Roles and Workflows.
 - User Accounts



- Members Accounts
- Page Templates
- More as time permits or special requests.

F. Post Implementation Review

1) The vendor will conduct a post-implementation review within three months of rollout, as requested by ISD staff, to confirm the system is working as expected.

Yes, once your website has launched, we can conduct a post-implementation review with the County to confirm all functionality and components are working. Please note, the review will be apart of the visionLive™ subscription service the County selects.

Also, once your website has been launched, we will be in regular contact with your staff to solicit additional ideas regarding your website's improvement. Additionally, we will provide you with the contact information for our technical support team, who can help determine specific components which would benefit the County and its target audiences.

2) The review will confirm the following:

- **functionality has been obtained**
- **response times have been achieved**
- **appropriate vendor support has been provided**
- **ISD users have been successfully trained**

Yes, Vision will review and confirm the above items during the post-implementation review.

V. Maintenance and Support

1) Develop procedures and establish notification for distribution of any software upgrades or version replacements to which ISD is entitled under the software maintenance agreement, along with updated user and operational documentation, and assist in its installation in the test environment and migration to production.

Vision clients are our Partners. Our partnership does not end when the website is launched, rather that signals the beginning of the relationship. To best serve our Client-Partners, we have to help them adapt to the increasing tempo of change. Your site is dynamic; your mission and priorities can change daily. In this environment, our clients realize they can no longer keep their site static for 4-5 years between redesigns while resident expectations increase and technology evolves.

Vision can provide you with tools which evolve to meet the challenges of tomorrow and advice on how to address emerging trends. We impart our expertise and best practices to ensure your site meets the challenges of today and tomorrow, by remaining innovative in our technology and approach. With that goal in mind, Vision offers multiple training and collaboration opportunities for our clients in order to learn from best practices and each other.

Technology is continually evolving. visionLive™ ensures your website will keep pace. If upgrades to visionCMS™ are released, they will automatically be added to all visionLive™ client websites at no additional charge. Has a new browser been released? Has a new mobile device become popular? No worries! We have you covered.



2) Maintain compatibility and integration with any third party reporting tools that have been implemented as part of the contract. Should any of these packages be upgraded, ISD will notify the vendor in advance, so analysis and code changes can be implemented as quickly as possible.

We will be providing usage, statistics tracking and website reporting tools through Google Analytics. Included with our hosting services, we offer Google Analytics to analyze website traffic. It presents site traffic reports in an organized and concise format, all with full-color graphics. By utilizing this, we are able to offer complete reports on website visitor patterns, referring sites, visitor paths, and demographics. The reports enable you to understand the website end-users, what search engines and keywords they use to find your website, the pages they access, documents they download most often, and much more.

The reports also provide activity and technical statistics that contain information about the average number of visits, the least and most active days, the length of visits, the total hits, the errors found on the pages, etc. These numbers are especially helpful when trying to determine the impact various site promotions have had.

The reports are made available to you over the web, and data is easily exportable to CSV, Excel and PDF.

Our visionCMS™ is flexible enough to work with many third-party reporting tools should the county wish to work with them outside of Google Analytics. We can discuss this further with the county upon request.

3) Correct any errors in functionality which are reported by ISD within a reasonable period, depending upon the severity of the error.

At Vision we stand behind our clients and can provide you with the support you need. Typical support questions include how to perform advanced tasks, configure the system, or accomplish some organizational need in the best way possible.

In all cases, Vision is able to address your technical and/or operational needs. Continual monitoring of your site is provided to assist your staff in finding solutions to any unexpected problems. For issues that occur after business hours, emergency staff support is provided 24 hours a day, 7 days a week.

4) Provide a means for ISD staff to report system problems via e-mail and telephone to vendor staff who are dedicated to supporting clients and are accessible as required, during normal business hours and weekend/holiday support.

Our three-step procedure assures quality service, efficiency, and on-time delivery. Support calls are generally handled within one hour, and are handled by our technical support team or your project manager. We guarantee a maximum 48 hours turnaround for most support issues, most of which are handled in under an hour of reporting. Our phone and email support hours are 6:00 am – 6:00 pm PST, Mondays to Fridays. For issues that occur after business hours, emergency staff support is provided 24 hours a day, 7 days a week.

5) Ensure responses are made to ISD staff, within specified time periods, acknowledging receipt of the problem report and identifying when direct contact can be made with the vendor-assigned support staff person.



We guarantee a maximum 48 hours turnaround for most support issues, most of which are handled in under an hour of reporting. In all cases, Vision is able to address your technical and/or operational needs. Continual monitoring of your site is provided to assist your staff in finding solutions to any unexpected problems.

6) Establish and implement policies and procedures for prioritizing and responding to ISD requests for support including:

- **Criteria for diagnosing reported problems and determining probable cause(s) of the problem**
- **Use of Severity Index criteria for assessing the impact of reported problems**
- **Determining responsibility for problem resolution**
- **Defining response time for various categories of problems**
- **Documenting the response and subsequent actions**
- **Escalating disagreements regarding cause of the problem and responsible party**
- **Working cooperatively with ISD staff to promptly resolve problems**
- **Tracking all problem reports**

Yes, we have several policies and procedures to responding to the items above. We have separate response times for emergencies (site down), urgent issues (site admin tools not functioning), and everything else. All communications are tracked in our helpdesk, whether via phone or email, and at any time the ISD and County can request escalation from our project managers or support agent at your discretion.

7) Correct any application software errors through remote or on-site service by vendor personnel or otherwise qualified subcontractors according to the response times.

Yes, our support staff will address and correct software errors reported.

8) Provide a means for ISD to submit requests or proposals for new or enhanced functionality, outside of the core software components.

Yes, the ISD and County can submit requests for new or enhanced functionality. We can work with the ISD and County to find the best way to implement and even create new functionality that meets your needs.

VI. Security

1) Please describe how your system's software would ensure security from public interference.

Security Features

The Vision Content Management System™ contains the following security features:

- No passwords are anywhere in the website.
- All user credentials are encrypted.
- Types of protections are present in the Vision CMS™ to prevent attacks from these common vectors:



- Remote file includes - Remote file includes are a commonly exploited vulnerability in PHP. Contractor's solution is ASP.NET based, and is not vulnerable to that.
- Cross-site scripting (XSS) and cross-site request forgery (XSRF) - The Vision CMS™ utilizes HtmlEncode, UrlEncode, and validation to prevent XSS and utilizes ASP.NET MVC generating an anti forgery security token to prevent XSRF.
- Brute force login attempts- The Vision CMS™ utilizes Captcha to prevent brute force login attempts. User accounts will also be locked out after a certain numbers of failed login attempts.
- SQL injection – The Vision CMS™ utilizes LINQ to Entities of Entity Framework instead of composing query with string manipulation or concatenation, to prevent traditional SQL injection attacks.

Additionally, if we are hosting your website:

- Command execution - Remote command executions are prohibited from Contractor's server in the case that website is hosted on Contractor's server.
- Full path disclosure
- Directory traversal - AND
- Remote file disclosure - Directory browsing is prohibited from Contractor's server in the case that website is hosted on Contractor's server.

Security and DDoS Protection

Security Strategy

Our security strategy involves a heavy investment in both prevention and mitigation. We have:

- Dual high bandwidth, high availability firewalls.
- Behavior-based blocking: IP addresses are temporarily blocked if they send excessive requests per second or per hour.
- Black Lotus DDoS protection: Automatically activates whenever a significant attack comes, scrubbing malicious traffic through multiple data centers while allowing legitimate traffic access the site.

Hosting and Data Security

Vision owns and controls all equipment used in our primary data center. Our data center is Coresite in downtown Los Angeles. Coresite has the following certifications:

- SSAE 16 SOC 1 Type 2 – An external auditing firm completes an SSAE 16 SOC 1 Type 2 review of the data center on an annual basis.
- PCI DSS – An external assessment was completed in September 2014 by a Quality Service Assessor (QSA) to validate the data center's compliance with the Payment Card Industry (PCI) Data Security Standard (DSS) version 3.0 as a "Level 1" service provider for its collocation services. The data center has scheduled ongoing PCI DSS reviews on an annual basis.



Vision's web sites are hosted on Microsoft Server virtual devices with N + 2 physical device failover. Your website is collocated with other sites on the same server but is fully partitioned with its own database, site instance and IIS application pool. Your server is fully dedicated to web hosting and the Vision CMS software. Critical operating system patches are applied immediately and non-critical patches are applied monthly. There are no open source technologies in use in the web server infrastructure, however open source packages are leveraged in Vision's CMS software.

All of Vision's servers are monitored 24/7/365 with enterprise-level monitoring software. This software is installed in multiple data centers and our network engineers and programmers are always on call.

We run backups to devices both onsite in our data center and offsite in our office. We maintain 14 days of backups on a RAID device in the data center and one day of backups on a backup server in our Santa Monica office. We randomly test our backups at minimum once per week via a full restore.

Additionally, Vision performs regular stress tests on our servers and ensures all visionLive updates pass a Qualys Web Application Scan prior to releasing them on our production servers.

2) Please described how your system's software would allow for internal selective access, prevent unauthorized access, and provide audit trails for work performed and identify who performed the work.

Vision Internet can implement an Extranet where restricted content is integrated into the main County website. The restricted content is not viewable by users until they log into the website (i.e. designated staff or elected officials). Once they log in, they will see the additional content within the menus or as an additional section to the main website.

When implementing the Extranet, you may want to have different levels of information access. With our Extranet tool, you can define an unlimited number of groups such as designated staff, executive management, and elected officials. Registered users can belong to any number of groups and any number of groups can be associated with most pages in the Extranet. Once implemented, the website visitors will need to log into the website using a username and password to view the secure pages.

The Extranet functionality is included as part of the following components: Business Directory, Calendar, Document Central, Facility Directory, FAQs, Forms Builder, Job Postings, News, Pages, Photo Gallery, RFP Postings, Service Directory, and Staff Directory.

Our Services

A recent survey of more than 330 local government professionals revealed that through 77% believed their websites were “essential” to their communication strategy, only 34% felt their sites were “highly effective” today. The reality is that though most agencies currently utilize some form of a content management system, their challenges are borne out of the fact that technology alone does not produce effective websites that Serve, Represent and Delight their communities. Success is realized when powerful technology is coupled with expertise and best practices to produce attractive, easy to navigate websites that provide clear, succinct content to visitors.

Serve

Vision recognizes the core of a local government’s online presence is to Serve the members of their community. This means providing key services online to allow residents to conduct business with you 24/7 – eliminating the need for cumbersome visits to your office.

In order to fulfill this purpose, Vision will provide consultation services and key functionality to ensure your residents can find what they need and complete the processes with ease.



Powerful Tools and Flexible Content Management:

visionCMS™ was created from the ground up to be the most flexible CMS available to meet the government mission. It allows non-technical staff from different departments to maintain their own content while preserving consistency throughout the site. Its intuitive editor allows staff to incorporate text, images, documents, and links. Further, visionCMS™ allows you to control the delegation of authority. You can define the content that editors can update and the tasks they can perform. With the Approval Cycle, you can create any number of custom workflows that are unique on a per-department and/or type of content basis. This level of control and flexibility is unmatched in the industry. The system scales to support any size community: You are allowed unlimited users, pages, and categories.

Additionally, numerous interactive components are available with the visionCMS™ to allow you to offer interactive services to your residents 24/7. Features include:

- Agenda and Minute Management
- Calendar
- Citizen Request Management
- eNotification
- Event Registration
- Form and Survey Builder
- Facility Directory and Reservation Tool
- Online Job Application
- Online Payments
- RFP Postings
- Service Directory
- Staff Directory



visionSocial – Social Media Management, Simplified

With visionSocial, you can streamline your social media activities by managing them directly from the CMS. Post what you want, when you want and where you want it.

Post directly to Facebook and Twitter from visionCMS, and:

- Customize messages with text and images to increase engagement
- Schedule posts to maximize visibility
- Plan multiple posts across multiple channels to build campaigns

Integration of Third-Party Components and Databases

Today, there are many advanced components for such functions as:

- eCommerce and ePayment
- GIS Mapping
- Park and Recreation Services
- Permitting
- Service Requests (CRM)
- Streaming Video
- Others

Our content management system can easily work with these third-party systems, provided they are web-enabled. Most of these types of components can be given the same look and feel as your main website via modifications to the presentation template. For your project, we will provide you with an HTML template that vendors of these third-party components can use. We will also integrate links to these third-party components into the overall website navigation. There are many examples of where we have used this approach, including the Cities of Newport Beach, CA; Rancho Cordova, CA; and many others.

Another approach is to create a web interface for existing third-party databases. We used this approach in displaying tax records exported from a mainframe system for Vanderburgh County, IN; Contractor information from city databases for the City of Hamilton, OH; and staff and student contact information from school databases for the UCLA School of Law.

These are just a few examples of our extensive experience working with third-party databases and systems. While interfaces to third-party systems are not included within the budget, they are available for an additional fee. We will provide a firm quote for interfaces after analyzing the databases and requirements during the consulting phase of your project.

Represent

In addition to providing basic services, many of our customers are recognizing that their website can become an indispensable part of their overall communications strategy. Years ago, the concept of “branding” was rarely discussed. However, as residents expect more from their county’s online presence, many Vision clients are seizing the opportunity to use their website to brand their community, its leaders and their individual agencies and departments.

With Vision, your website will have a design that makes it stand out among counties on both a regional and national basis. The Fresno County website will be inviting, easy to use, and will reflect your unique identity. This will be accomplished through the following design characteristics:



- **Creative design** that reflects your community and creative design elements that capture the essence of the County.
- **Highly functional layout** that makes important information available from the homepage and pages throughout the site.
- **Photos and collages** of recognizable landmarks, scenery of the County, and the local area.
- **Consistent look and feel** throughout the site to make it easier for website visitors to navigate the site and find information they need.
- **Section 508 Compliance** making it accessible to persons with disabilities.
- **Easy-to-use drop down menus** helping users to quickly understand navigation and locate information with the least amount of clicks.
- **Breadcrumbs** showing the user’s current path to let them know exactly where they are on the website.

Vision is recognized for its ability to create great designs that fulfill each of the above objectives. We have been featured in the national media and have won over 250 awards for creating effective web solutions, including the most prestigious awards in the industry. We intend to use all of this skill and experience to create an award-winning quality website for your community.

“No one compared to Vision and what they could do... we looked at all the awards that they had won – and the websites for those awards – and could see definitely what they were doing was what we wanted to do.”

Kathy Ward, City of Dana Point



Unique, Custom Website Designs

The flexibility of our content management system allows for creative freedom in styles and layouts not available from other firms. Our team will work with you to understand your community and create a design that will provide an accurate sense of place for your virtual visitors:





Delight

Certainly, many residents' interactions with the county can be far less than "delightful". Since governments first went online, they have sought to digitize a mountain of forms, policies and other paper content and get it on the web. That thought process led to cumbersome sites, often with thousands of pages of dated content that confounds residents and challenges site administrators to keep content current and relevant. When a resident finds a website that is streamlined and can be accessed on their terms, the seeds of delight are planted. Vision's process and functionality is ever-mindful of the resident, delivering a solution to keep content current, relevant and easily-accessible.



Navigation Consultation to Make Information Easy to Find

For your website, we recommend organizing information by office/department, topic, and/or target users. Keep in mind that the average resident does not know the organizational structure of the County, nor needs to. Our approach allows users to find information in the variety of ways that make most sense to them. This is a solution we use on many of our government websites because when content is available through multiple "paths" it is simple for users to search the site regardless of their preferred method. We often implement *Action Based Navigation* which allows users to easily find a particular service or page on your website through an easy-to-use drill down menu, such as "*I Want To...view an event, fill out a form, etc.*"

It is also easy for your staff to update and maintain web pages because of our single-source web-publishing model. It lets you update the web page one-time and multiple connected pages throughout the site are also instantly updated. This creates greater consistency while maintaining maximum usability for website visitors.

Access on all devices with Responsive Design with visionMobile™

Your site visitors utilize a wide variety of devices to access your website, including mobile phones, tablets, and computers with large and small monitors. Fortunately, with visionMobile™ your website will detect the screen resolution of the user's device and automatically respond, producing a view of the site optimized specifically for that screen. This ensures your site visitors will be able to easily use the site, no matter what device they are using.



Understanding that Responsive Design is key for the County, our experience and innovation in this area makes us the clear leader for mobile technology. Since launching our first responsive site in January 2013, we have built quality Responsive websites and continue to be a leader in this innovative technology.



Optional Intranet with Responsive Design

Included at no additional cost, we will be implementing an Extranet that will provide a restricted, password protected area of the website for your staff that can be used to show private content. Please see page 97 for full details. As an option, we can also implement a more robust Intranet for your website.

While the public website will enable you to improve your communication with people outside your organization, the Intranet will serve as the main source of information for your employees. It will have its own unique homepage, navigation, and design. The design will be based upon the approved public website design; however, it may include its own color scheme, collage, and homepage layout. On the following page is an example of the website and Intranet as implemented on the City of Walnut Creek site.

In implementing your Intranet, we would take the following steps:

- Complete your main website project
- Replicate the main website including components such as calendar, news, etc.
- Implement the approved Intranet design
- Migrate or add pages as required⁹
- Launch the website behind a firewall so as to make it inaccessible from outside your internal network¹⁰.

Please note that the Intranet must be hosted on the County's server according to the specifications on page 67.

RSS viewer widgets can be used to retrieve and display information from the main County site, such as news and events, and display them on the Intranet. Any content can be retrieved as long as a RSS feed URL is available. If a website user clicks on one of the news or events items in the RSS viewer, they will be taken to the detailed information on the main website. Please note that items from the Intranet and main County site will not be combined into one list.

In this approach, the content in the website and the Intranet plus all management tools would be separate.

⁹ Includes up to 25 pages; additional pages may be migrated for an additional budget.

¹⁰ For users to access the Intranet from outside your network, they may need to use a VPN to access your network prior to accessing the Intranet.

VISION™

We will also implement Responsive Design for your Intranet website that will display an optimized view of the Intranet for mobile devices, ensuring your staff can view it even when on the go.



Figure 3: Bottom image is of the City's website while top image is of the City's



Implementation Process

Each of the 700+ agencies we have partnered with over the years has had unique goals and objectives. We recognize you will, too. Our history of innovation and expertise in online government makes us exceptionally qualified to help lead Fresno County through a comprehensive, research-based process to achieve those goals, uncovering needs and creating a website that will uniquely Serve, Represent, and Delight your community.



Vision Stage

In order to create a strategic website, you must first define your vision and goals. Our Vision Stage is designed help uncover what's working and not working on your existing site as well as better understand what your community expects to see on the website.

Comprehensive Website Analysis and Information Gathering

Effectively Serving, Representing, and Delighting your unique community requires research to understand your users, what they expect to see on your website and how they engage with your website. Vision will apply a number of different evaluation methods to gather information about the use of the current County website to provide useful direction for development of a new website, including:

- Community Surveys
- User Testing
- Focus Groups
- Heat Map Analysis
- Stakeholder Engagement
- Advanced Website Analytics Analysis

Community Surveys

Do you know the top five things visitors are seeking to find on your website? Do you know if they are able to easily find the information they need and complete tasks? We believe the best way to determine the course forward is to begin with your community and their needs. This process has consistently uncovered valuable insights that shaped our recommendations for the homepage wireframe and navigation:

“Info tends to be either too general or too specific; sometimes there is info about what specific ordinances exist but other times you have to dig through the Municipal Code itself. Would appreciate an additional layer that made it easier to peruse/navigate as a lot of what we deal with tends to be code violent/enforcement issues.”

“There is no section labeled "Parks" you have to do a search.”

“Use clear, simple terms for major headings, with more specific information included in each general heading. I.e. use GARBAGE instead of Solid Waste.”

User Testing

Though the surveys will provide valuable feedback about the overall visitor experience on your website, we also want to understand how intuitive the processes are to the average site visitor. To do this, Vision will collaborate with your staff to identify five tasks for your website. These tasks will be tested by five users employing screen-sharing software; this software records the interactions of the users with your website and its mission is to identify any usability issues. Tester audience will be determined in collaboration with your staff.

Focus Groups

Vision will moderate groups of diverse people assembled by your organization to participate in a guided discussion about your website redesign. Typically, these groups are representative of your core audiences, including groups like business owners, parents, students, senior citizens, and staff. Vision will provide you with the best practices on how to assemble your focus groups; normally 2-3 focus groups will provide valid information.

Heat Map Analysis

Reviewing your website analytics will provide insight into what content users seek and how they are finding it. However, it's important to also understand what elements of the website are drawing visitors' attention and how they're interacting with your content. To do this, Vision will conduct a heat map analysis of your existing website. Vision's User Experience Consultant will review the results, along with all of the other analysis, to make recommendations for a site layout that will best suit the needs of your users.

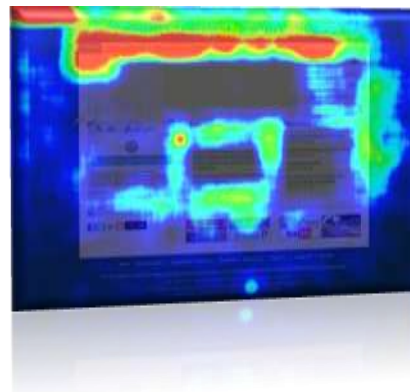


Figure 4: Heat Map Analysis tracks how users engage with your website.

Stakeholder Engagement

In order to understand your organization's goals as we create the vision for your new website, we will also engage your internal stakeholders. This process allows us to gather ideas and suggestions for the



new site's layout, content and design. As the conclusion of the information-gathering Vision stage, we will:

- Prepare and review a survey document which will focus on goals and objectives.
- Review your existing website and those of similar counties.
- Study examples of other websites you like.
- Review project goals and timeline.
- Collect content and materials for the new website.

Advanced Website Analytics Analysis

If you have been capturing analytics on your existing website, Vision's User Experience Consultant will review your data in order to uncover key content, pages and other insights about how users are engaging with your website. The report will include:

- Most Visited Pages
- Entry Pages
- Exit Pages
- Bounce Rate
- Mobile Use
- Devices

The Vision Stage will conclude with the delivery of a Usability Study Report that will provide the compiled insights and recommendations for your site development, including:

- Usability Study Report
- Discovery of Goals
- Online Community Survey Report
- Stakeholder Survey Report
- Accessibility Report (section 508)
- Broken Links Report
- User Testing Report
- Analytics Report
- Heat-maps Report
- Mobile Assessment
- Summary of Recommendations

Advanced Content Strategy Consultation for Your Staff

A critical part of developing a useful, customer-focused website is evaluating and editing the content that exists on your website today. Total page migration shouldn't be your goal; rather, keeping the information that is important to your customer and delivering it in a way that is easily understood should be.

Vision's Advanced Content Strategy Consultation provides a highly-customized approach to understanding your customer and evaluating on-line processes. Vision's Content Strategy Expert will help you develop and implement a content strategy that fits your organization, and will present the strategy to stakeholders in your organization. This unique, one of a kind service offering will help Fresno County discover the best way to approach your content. In addition, it will encourage and inspire your executive leadership and internal departments by providing a unique, hands-on learning experience led by an experienced Government Content Strategy Expert empowering your staff to look at your website content through your customers' lens. The end result is fewer pages to manage, a higher satisfaction rate from your customers, and the knowledge and training to write and publish better web content.

Included services:

- Content development and migration best practices handout
- Website content best practices handout

- Website persona template
- Communicating with your audience template
- Task process evaluation template
- Writing for the web textbook
- Scheduled follow up consultation (1 hour via web)
- Analytics report
- Customized plain language training
- Customized content strategy
- Content strategy presentation to stakeholders (1 day on-site)
- Personalized content strategy training (1 day on-site for up to 10 people per session; Two, 4-hour sessions)



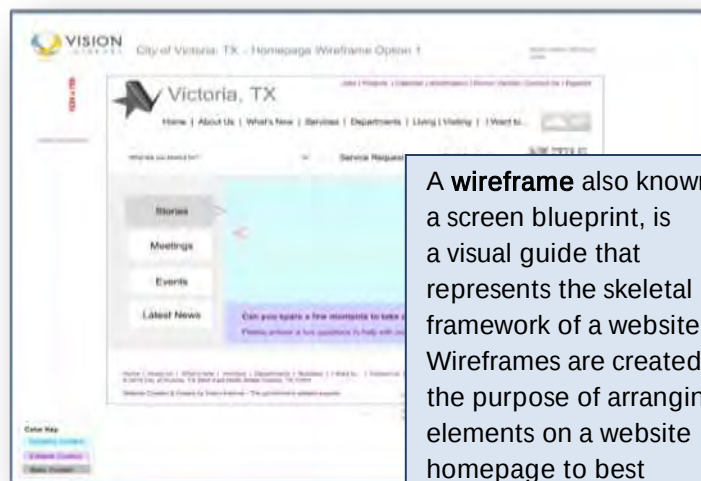
Concept Stage

The analysis conducted in the Vision Stage will help inform the direction of your site's development. This begins with the Concept Stage, where we define the **wireframe** and **information architecture** for your new website, informed by our identification of what information is most important to your users and internal stakeholders.

In the case of Victoria, Texas, the Vision Stage uncovered that residents came to the site most frequently to know what was going on in town. As a result, the wireframe for the website focused around a large area for graphics that could show Stories, Meetings, Events and News – all to provide a comprehensive view of the community.

In addition to the site's layout, the Concept Stage also includes the initial creation of the site's navigation architecture, guiding how the content will be laid out to ensure it can be intuitively accessed by site visitors. This will be achieved by:

- Defining the navigation strategy.
- Reviewing and recommending interactive components and features to ensure streamlined navigation through special types of content.
- Creating a conceptual sitemap and categorization of pages. The navigation and information architecture will take into account your current needs plus allow for future expansion and growth.



A **wireframe** also known as a screen blueprint, is a visual guide that represents the skeletal framework of a website. Wireframes are created for the purpose of arranging elements on a website homepage to best accomplish its defined purpose.

The Concept Stage will conclude with your satisfaction and approval of the homepage layout wireframe.



Design Stage

Once the layout of the site is complete, it's time to move into the Design Stage to bring the site to life with a compelling, but usable design. In order to create a design that effectively represents your community, our designers will review the data collected about your website in the Vision stage, conduct surveys with your staff about design preferences and meet with your website committee to discuss their findings.

Following this analysis stage, you will receive a digital mood board, showcasing the graphics, photos, fonts, colors and other design elements that best represents your community.

This mood board will help ensure the entire team is on the same page regarding the site's look and feel before the initial concept is presented.

As part of the process, we will present one preliminary concept, then provide unlimited revisions to ensure your satisfaction with the site's design.



Figure 5: A Digital Mood Board will provide an overview of the aesthetic concept for your new website.



Development Stage

During the Development Stage the process continues as we create the interior page design then program the website. Development includes implementation of visionCMS™ and integration of the interactive components and features. Quality is ensured by our extensive experience, testing, and the proven technology of visionCMS™.

Included in the scope of your project is the content migration of up to 200 pages into the new website.

For more information about the visionCMS™, please refer to page 53.



Training and Soft Launch Stage

While quality assurance is an integral part of every stage of the project, in the Quality Assurance, Documentation, and Training Stage we:

- Perform extensive functional testing.

- Review content.
- Provide administrator and content editor training.

For your project we will provide two consecutive days of onsite training consisting of sessions for your staff representatives on content editor training and for advanced administrator functions including system configuration, system maintenance, reporting, and strategies for future expansion.



Launch Stage

In the Launch Stage, the website is moved to the production server. Our launch process includes the installation of necessary software, making configuration changes, and transferring code and content. Once transferred, we again go through the final quality assurance process to ensure the site transferred correctly plus do a final check for broken links, Section 508 compliance, and others.

The frontend of the website will be tested in the browser/operating system combinations according to the following testing matrix¹¹:

	Firefox ¹²	IE 9, 10 & 11	Chrome ¹³	Safari ¹⁴
Windows XP	✓	N/A	✓	✓
Windows Vista/7	✓	✓	✓	✓
Windows 8	✓	✓	✓	✓
Mac OSX	✓	n/a	✓	✓

Once testing is complete, the site will be available to the public upon your final approval!

¹¹ Should the County require any additional testing with other browser/operating systems/mobile devices, we can discuss this with you during consulting and determine your precise needs. We can provide a budget for any additional work at this time.

¹² Latest released version.

¹³ Latest released version.

¹⁴ Latest released version.

Project Schedule

The table below shows our recommended development and launch schedule along with a list of key deliverables/milestones. We can, however, work with you to find a way to shorten the schedule if you require.

Implementation Step	Avg. Duration
Vision Stage - Initial kick-off call with County's project manager - Survey preparation and review - Comprehensive website analysis - Review project goals and timeline - Advanced Content Strategy Consultation 1 day on-site content strategy development meeting 1 day on-site content training meeting	4 – 6 Weeks
Concept Stage - Creation of Information Architecture - Create conceptual sitemap - Homepage layout wireframe	2 – 4 Weeks
Design Stage - Unique, custom graphic design - Custom icons, buttons, screen elements, and backgrounds - Homepage design comp	3 – 4 Weeks
Development Stage - Implementation of visionCMS™ - Integration of interactive components - Migration of up to 200 pages of content	4 – 9 Weeks
Quality Assurance, Documentation, and Training Stage - Final testing - Two consecutive days of onsite training sessions	2 – 3 Weeks
Soft Launch & Final Launch - Move website to production server - Completed website - Website goes live	2 Weeks
Total estimated time to launch	17 – 28 Weeks

* The schedule may vary depending on additional components and participant decision times. Some stages may overlap, which can reduce the total time of completion.



Ongoing Services and Hosting

Vision clients are our Partners. Our partnership does not end when the website is launched, rather that signals the beginning of the relationship. To best serve our Client-Partners, we have to help them adapt to the increasing tempo of change. Your site is dynamic; your mission and priorities can change daily. In this environment, our clients realize they can no longer keep their site static for 4-5 years between redesigns while resident expectations increase and technology evolves.

Vision can provide you with tools which evolve to meet the challenges of tomorrow and advice on how to address emerging trends. We impart our expertise and best practices to ensure your site meets the challenges of today and tomorrow, by remaining innovative in our technology and approach. With that goal in mind, Vision offers multiple training and collaboration opportunities for our clients in order to learn from best practices and each other.

Training Webinars

Every month, Vision provides free training webinars to clients. These sessions focus on visionCMS™ functionality, client best-practices and general trends from the industry, such as transparency, accessibility and content strategy. Anyone from your organization that is interested may attend at no cost, providing an easy to access training resource.

Innovation in Online Government Academies

Vision's Innovation in Online Government Academies bring our clients together to participate in a free educational conference showcasing best practices and trends in website management. Each one-day event features a keynote from an industry-leading speaker, educational sessions about trends in the industry, an update about what's new at Vision and advanced training on the visionCMS™. We are at our best when we're listening to our clients and these events provide a unique opportunity to learn and develop together.

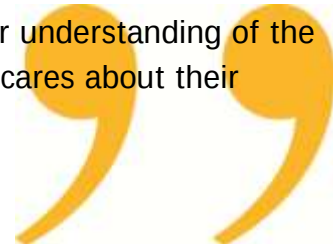


The Innovation in Online Government Academy proved to be an excellent platform for receiving best-practice tips and training, a better understanding of the direction and plans of Vision, and a sense that the company cares about their partnerships with their customers.

Jason Eggers, City of Belmont

Vision Hosting

For over eighteen years, website hosting has been an integral part of our operations. We started our business as an Internet Service Provider (ISP) offering full service connectivity, design, and hosting. As the business evolved, we developed our relationship with CoreSite and Cogent, a global network provider,





which enables us to provide comprehensive hosting solutions for our clients. We have our own co-location suite within a secure, state-of-the-art facility.

Our hosting services include:

- Necessary bandwidth for website (over a 1 Gbps fiber digital line)
- Power failure equipment including battery backup
- Redundant generator backup
- VMware Virtualization server with high available setting
- Operating system health monitoring and automatic hardware failover capability
- Centralized storage area network
- Full climate control
- Firewall protection
- 24 hour monitoring
- Security access via ID, biometrics, CCTV and key card
- Microsoft Windows Server (based on the CMS version)
- Microsoft SQL Server (based on the CMS version)
- Fixed IP address for the website
- Daily onsite backups
- Guaranteed 99.9% uptime

visionCMS™ Hardware and Software

Below are details on the hosting environment we are offering the County:

Shared Server

- Quad-core or Hex-core processors
- 10 GB~16 GB memory per hosting virtual server
- VMware High Availability Configuration
- RAID 50 and up Storage Area Network Configuration

Vision's solution is flexible. If you or a third party is hosting the website, we recommend the following:

Web Server

- Dual processors with quad cores at minimum 2.8 GHz CPU
- Minimum 6 GB RAM
- Minimum 40 GB Hard Drive
- Windows Server 2012

Database Server

- Dual processors with multiple cores at minimum 2.8 GHz CPU
- Minimum 8 GB RAM

- Minimum 80 GB Hard Drive
- Windows Server 2012
- Microsoft SQL Server 2012

Note: The Web Server and Database Server can either be separate or reside on the same machine. In case they are on the same machine, the minimum requirements are dual processors with Quad cores and at least 2.8 GHz CPU and 8GB RAM. For better performance, we recommend dual processors with Quad cores and 3.0 GHz CPU and above.

Web Analytics

To realize the full potential of your website, you must measure its progress. The easiest way to accomplish this is to actively monitor website traffic and the content most utilized by visitors.

Included with our hosting services, we offer web analytics to analyze website traffic. It presents site traffic reports in an organized and concise format, all with full-color graphics. By utilizing this, we are able to offer complete reports on website visitor patterns, referring sites, visitor paths, and demographics. The reports enable you to understand the website end-users, what search engines and keywords they use to find your website, the pages they access, the documents they download most often, and much more.

The reports also provide activity and technical statistics that contain information about the average number of visits, the least and most active days, the length of visits, the total hits, the errors found on the pages, etc. These numbers are especially helpful when trying to determine the impact various site promotions have had.

The reports are made available to you over the web, and data is easily exportable to Word, Excel, and XHTML.

Unlimited Support

At Vision we stand behind our clients and can provide you with the support you need. Typical support questions include how to perform advanced tasks, configure the system, or accomplish some organizational need in the best way possible.

In all cases, Vision is able to address your technical and/or operational needs. Continual monitoring of your site is provided to assist your staff in finding solutions to any unexpected problems. For issues that occur after business hours, emergency staff support is provided 24 hours a day, 7 days a week.



Figure 6: Web analytics provide advanced, interactive reporting.



Upgrades

Technology is continually evolving. visionLive™ ensures your website will keep pace. If upgrades to visionCMS™ are released, they will automatically be added to all visionLive™ client websites at no additional charge. Has a new browser been released? Has a new mobile device become popular? No worries! We have you covered.

Site Improvement Credits

The days of developing your website, then not revisiting it until you redesign it 3-5 years later, are over. Your website should constantly evolve to meet the changing needs of your community. In order to facilitate this, Vision has built Site Improvement Credits into our subscription plan. These credits can be used to purchase any service Vision offers, from design time, to training to programming, enabling you to make incremental changes to your website without allocating an additional budget. Conversely, Credits can be accrued over the course of the initial term of your contract if you would prefer to save up for more extensive redesign revisions.

Recovery

Vision Internet uses software to monitor the website 24/7. If there is any outage, four Vision Internet staff members will receive notifications by e-mail and text message. For scheduled server maintenance, we will notify you in advance via email. For unexpected server downtimes or outages, we will notify you via phone or e-mail if possible.

As part of our hosting services, we back up the website daily and keep two weeks worth of database backups at all times. Data is backed up both by FTP to off-site storage and by tape backup. We back up all site files and the entire site database.

Entry to the Vision Internet hosting facility requires ID, palm scanner, and key card. Software based security measures include Windows firewall, Norton Enterprise Anti-Virus and firewall, and Windows Defender. Our security includes .net framework security mechanisms, MD5 encrypted sensitive information, and SSL.

Security Features

The Vision Content Management System™ contains the following security features:

- No passwords are anywhere in the website.
- All user credentials are encrypted.
- Types of protections are present in the Vision CMS™ to prevent attacks from these common vectors:
 - Remote file includes - Remote file includes are a commonly exploited vulnerability in PHP. Contractor's solution is ASP.NET based, and is not vulnerable to that.
 - Cross-site scripting (XSS) and cross-site request forgery (XSRF) - The Vision CMS™ utilizes HtmlEncode, UrlEncode, and validation to prevent XSS and utilizes ASP.NET MVC generating an anti forgery security token to prevent XSRF.
 - Brute force login attempts- The Vision CMS™ utilizes Captcha to prevent brute force login attempts. User accounts will also be locked out after a certain numbers of failed login attempts.



- SQL injection – The Vision CMS™ utilizes LINQ to Entities of Entity Framework instead of composing query with string manipulation or concatenation, to prevent traditional SQL injection attacks.

Additionally, if we are hosting your website:

- Command execution - Remote command executions are prohibited from Contractor's server in the case that website is hosted on Contractor's server.
- Full path disclosure
- Directory traversal - AND
- Remote file disclosure - Directory browsing is prohibited from Contractor's server in the case that website is hosted on Contractor's server.

Security and DDoS Protection

Security Strategy

Our security strategy involves a heavy investment in both prevention and mitigation. We have:

- Dual high bandwidth, high availability firewalls.
- Behavior-based blocking: IP addresses are temporarily blocked if they send excessive requests per second or per hour.
- Black Lotus DDoS protection: Automatically activates whenever a significant attack comes, scrubbing malicious traffic through multiple data centers while allowing legitimate traffic access the site.

Hosting and Data Security

Vision owns and controls all equipment used in our primary data center. Our data center is Coresite in downtown Los Angeles. Coresite has the following certifications:

- SSAE 16 SOC 1 Type 2 – An external auditing firm completes an SSAE 16 SOC 1 Type 2 review of the data center on an annual basis.
- PCI DSS – An external assessment was completed in September 2014 by a Quality Service Assessor (QSA) to validate the data center's compliance with the Payment Card Industry (PCI) Data Security Standard (DSS) version 3.0 as a "Level 1" service provider for its collocation services. The data center has scheduled ongoing PCI DSS reviews on an annual basis.

Vision's web sites are hosted on Microsoft Server virtual devices with N + 2 physical device failover. Your website is collocated with other sites on the same server but is fully partitioned with its own database, site instance and IIS application pool. Your server is fully dedicated to web hosting and the Vision CMS software. Critical operating system patches are applied immediately and non-critical patches are applied monthly. There are no open source technologies in use in the web server infrastructure, however open source packages are leveraged in Vision's CMS software.

All of Vision's servers are monitored 24/7/365 with enterprise-level monitoring software. This software is installed in multiple data centers and our network engineers and programmers are always on call.



We run backups to devices both onsite in our data center and offsite in our office. We maintain 14 days of backups on a RAID device in the data center and one day of backups on a backup server in our Santa Monica office. We randomly test our backups at minimum once per week via a full restore.

Additionally, Vision performs regular stress tests on our servers and ensures all visionLive updates pass a Qualys Web Application Scan prior to releasing them on our production servers.

Disaster Recovery

In the event of any outage impacting our primary data center, your website visitors will be able to access your website as usual via our backup data center. Our Disaster Recovery Strategy includes:

Backup Data Center:

- Geographically separate backup center from our primary data center
- SSAE 16 Type II Compliant

Standard Disaster Recovery Services:

- Site resorted in 90 minutes or less
- Data replication every 15 minutes
- Recurring monthly failover testing
- Guaranteed 99.9% website uptime



Cost Proposal

With Vision, you are sure to receive a website that delivers on its potential. Using our in-depth consultation process, we create unique solutions tailored to our government clients' most pressing concerns.

Vision's services are comprised of two components:

- 1) **Professional Services** – During the Vision Implementation Process, our Professional Services team will take you through Vision, Concept, Design, Development, Documentation, Training and Launch stages of your project and will create a unique website that meets your needs.
- 2) **Software Subscription** – The Software Subscription provides access to our SaaS-based Content Management System (CMS) and includes Support and On-Going Services offered through visionLive™. Since we continually update and launch new functionality to our CMS, you have the knowledge that your website will be fresh and relevant over the course of the contract.

Based on our initial understanding of your RFP, the focus of your current website and our extensive knowledge of local governments' needs, we propose the following scope of services. While you will find details regarding our proposed services and plans throughout this section, here is a summary of costs for your quick reference:

Cost Summary

Year	Included Services	Fee
Year 1:	• Included Professional Services • 1st Year of visionLive™ FREE	\$53,570
Year 2:	• 2nd Year of Software Subscription (visionLive™) (assumes Standard Edition)	\$9,000
Year 3:	• 3rd Year of visionLive™ (assumes Standard Edition + 5% increase)	\$9,450
Year 4:	• 4th Year of visionLive™ (assumes Standard Edition + 5% increase)	\$9,922



Included Professional Services

Services	
Vision Stage • Preparing and reviewing a survey document which will focus on goals and objectives • Leading a remote planning and brainstorming session where we discuss the current website, needs of users and staff, and possible approaches for the future • Studying examples of other websites you like • Reviewing project goals and timeline • Collecting content and materials for the new website • Scope includes Web-based consultation meetings with Project and UX Managers • Advanced Content Strategy Consultation ○ 1 day on-site content strategy development meeting ○ 1 day on-site content training meeting	Included
Concept Stage • Creating the information architecture which supports easy access to information • Creating a conceptual sitemap and categorization of pages • Content consulting package - Plus • Up to 200 pages of content migration • Creating a homepage layout wireframe that shows the placement of key information and dynamic content.	Included
Design Stage • Providing art direction • Conducting a design review • Scope includes the Basic Design Package ○ One homepage design concept with revisions	Included
Development Stage • Implementing your visionCMS™ and interactive components on a Development site	Included
Documentation and Training Stage • Conducting training on the visionCMS™ with county staff • Scope includes two consecutive days of onsite training session	Included
Launch Stage • Conducting final quality assurance checks • Bringing the new site live	Included
TOTAL	\$53,570



Cost Proposal

Company: Vision Technology Solutions, LLC

On the following pages is a completed copy of the Cost Proposal sheet included with the RFP. We can discuss further details upon request:

Item	Total
SOFTWARE / INSTALLATION / TRAINING / HARDWARE • Software (Application) Cost • Workstation/User Licenses • Server License • List and Specify any 3rd Party Software required for system • Data Migration	
Total Software Cost	\$53,570
Installation • Specify the installation Fees • Project Management Fees	
Total Installation Cost	\$0, Included with the base cost.
Training at County of Fresno Location • Train the Trainer – Admin/Supervisor • Train the Trainer – Data Entry Clerk • Estimated Travel Expenses	
Additional Cost for 1 Day of Training	\$1,250 per day (optional)
Total Training Cost	\$0, Included with the base cost.
Hardware • List and Specify Hardware required for system	
Total Hardware Cost	\$0, Included with the base cost.
Taxes	N/A
Total System Cost	\$53,570

Item	Total
COST for HOSTING	TBD, based on vLive Edition selected by the County. Please see page 67 for details.
COST for NON-HOSTING	TBD, based on vLive Edition selected by the County. Please see page 67 for details.
COST for OPTIONAL FEATURES - Section II.A.5. Provision for the creation of templates for use by content editors - Section II.B.10. Provision for type-ahead functionality - Section II.B.11. Provision for language options (Spanish/Hmong, etc.) - Section II.C.3. Provision for staging/development site for training/testing - Section IV.D.4. On-line tutorial and/or instruction on system use	\$0, All requested optional features are included with the base cost.
Section II.B.9. Expansion to include internal/intranet sites	\$16,955. Please see page 91 for full details of our Intranet features and ongoing services.
MAINTENANCE COST – ANNUAL	
Maintenance (to be paid annually)	\$9,000
Discounts (indicate discount type, % as well as \$ amount)	N/A
Total Annual Maintenance Cost – Year 1	Free
Total Annual Maintenance Cost – Year 2	\$9,000
Total Annual Maintenance Cost – Year 3	\$9,450
Total Annual Maintenance Cost – Year 4	\$9,922
Total Annual Maintenance Cost – Year 5	\$10,418



Software Subscription (visionLive™)

Vision provides two editions of visionLive™, a subscription-based Content Management System and service plan designed to equip you with the technology, expertise and training to keep your website relevant and effective over time. Recognizing each agency will have unique goals, we offer two editions, each designed to provide appropriate functionality and services for a variety of needs and budget ranges.



Based on our assessment of Fresno County's needs, we recommend the Standard Edition, but have included information about each option for your consideration.

Standard Edition

Our most popular option, Standard Edition was designed to provide you with advanced visionCMS™ functionality and hosting with a variety of training and support resources to equip your staff with the tools and expertise needed to maintain a highly effective website. In addition to an on-going series of webinars and consultation with your account manager, included services, such as the Annual Site Analytics Report, will help you measure your site's performance and effectiveness over time. Should these reports indicate tweaks need to be made in order to optimize your site's design, main navigation or buttons, you can simply apply your Site Improvement Credits to engage Vision's team of designers and programmers.

Plus Edition

If you need more: more storage, more tools, more service - then Plus Edition is for you. This premium edition includes developer-friendly tools, such as our API Library and Sandbox Environment, as well as our most comprehensive on-going service package. You will receive frequent reports to help you monitor the on-going success of your website and will have monthly access to an open office hour with the Vision team. With an even larger bank of Site Improvement Credits at your disposal, you will always have the resources to keep your site fresh, relevant and in tune with your users.

The features and services included in each edition are outlined below in order to allow you to easily compare and select the plan that best suits the County's needs.

On-Premise Options

Would you like a subscription-based maintenance plan, but would prefer to host your site in-house? No problem! With our On-Premise Subscription Maintenance option, you will receive all the maintenance and support services outlined above in the hosted visionLive™ subscription option, but will be able to host the site on your own servers. Please note this will only be \$1,200 more annually on top of whichever visionLive™ Edition the County selects.

visionLive ^{cloud} editions		Standard Edition	Plus Edition
Annual Price		\$9,000	\$11,000
visionLive™ Functionality			
Site 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		Standard Edition	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			✓

visionLive editions		Standard Edition	Plus Edition
Hosting			
 State of the Art 3rd Party Datacenter (SSAE 16 Type 2 Certified)		✓	✓
 Full Hardware Redundancy		✓	✓
 Redundant Generator Backup		✓	✓
 Daily Data Backups		✓	✓
 Intrusion Protection		✓	✓
 24/7 Monitoring		✓	✓
 99.9% Uptime Guarantee		✓	✓
 State of the Art 3rd Party DDoS Mitigation Service		✓	✓
 Disaster Recovery Facility with On-going Data Replication		✓	✓
 Storage		50 GB	250 GB
Support and On-going Services			
 Site Improvement Credits (annual)		Up to 15 Hours	Up to 30 Hours
 Dedicated Account Manager		✓	✓
 Health Checks (Account Review)		Annual	Semi-Annual
 Site Analytics Report		Annual	Semi-Annual
 Graphics Site Audit		Annual	Semi-Annual
 Training & Best Practice Webinars		✓	✓
 Access to On-Demand Training Library		✓	✓
 On-going New User Training (Via WebEx)		✓	✓
 Monthly Office Hours (Via WebEx)		✓	✓



Added Value Professional Services

Along with our included website development services and visionLive™ subscription services, we can offer the following added value professional services to the County. We offer these to demonstrate our forward thinking for your project.

Optional Professional Services

Depending upon your needs and available resources, you may opt for these additional services. They are not required to create a high-quality, successful project. Details are provided in the Vision Process outlined on page 60.

Optional Services	Fee
Onsite consulting - Two consecutive days of onsite consulting - Onsite consulting and brainstorming sessions - Requirements gathering from project team - Creation of survey - All travel expenses	\$6,110
Premium design services Up to three homepage design concepts total (the County will select one for implementation)	\$4,840
Advanced Design Package See packages and plans on page 83	Varies
Advanced Website Analysis Package See packages and plans on page 86	Varies
Department Branding Packages See packages and plans on page 88	Varies



Optional Premium Disaster Recovery

Even though our standard visionLive™ plan provides an industry-leading recovery timeframe, we understand any downtime can have an impact on your organization. Our optional Premium DR Plan provides automated, near instantaneous failover in the event of any issues in our primary data center. It includes:

- Site restoration in five minutes or less
- “Hot” standby site running at our back-up data center at all times
- Automatic failover and failback
- Expanded Service Level Agreement (SLA) guarantee

Service	Budget
Premium Disaster Recovery	\$4,800/year plus a 5% annual increase



Optional Advanced Design Packages

Included with your project is our Basic Design Package. However, the County may wish for more comprehensive design services, including carousel backgrounds, anchored scrolling, and more. Below are details on additional design packages we can offer the County.

Design Services / Design Concepts	Basic	Advanced	Plus
Advanced Website Analysis Package		x	x
Video Background			
▶ Homepage	x	x	x
▶ May include interior pages		x	x
▶ Explore all options with best practices and usability considerations			x
Video/Image Carousel Background			
▶ Homepage		x	x
▶ May include interior pages		x	x
▶ Explore all options with best practices and usability considerations			x
Anchored Scrolling			
▶ Homepage		x	x
▶ Explore all options with best practices and usability considerations			x
Tiles/Cards			
▶ Homepage		x	x
▶ Explore all options with best practices and usability considerations			x
Parallax			
▶ Homepage		x	x
▶ Explore all options with best practices and usability considerations			x
▶ Exploratory/Innovative Design with best practices and usability Consideration			x
	Included	\$6,500	\$9,500

*With the Advanced Package, you will be able to select from one of the design options listed. Your project manager will help you identify the best fit for your project based on your goals and needs analysis uncovered by the Website Analysis process.

*With the Plus Package, you will be able to create a truly one of a kind design, using any combination of the above elements. Your project manager will work with our UX and design teams to recommend the best option to achieve your goals, taking into account best practices and overall usability.

Below are details on our Advanced Design Package offering.

Video Background

As an alternative to a static image in the background of your website, a video background can allow you to showcase people, events and places in a format that tells a more compelling story. (You will be responsible for providing the video.)



Advanced Video Integration

If you would like to incorporate video beyond just your homepage background, then you should consider the Advanced Video Integration option. This approach will allow you to include video for your homepage background, but also on internal pages throughout your website.



Anchor Scrolling

Anchor Scrolling is the practice of creating anchor links to allow users to navigate to respective positions on your homepage either by scrolling or clicking on the anchor link. This approach can be useful if you would like to showcase content targeting a variety of audiences on your homepage. Check out North Port, Florida's site (www.cityofnorthport.com) to see this approach in action.



Tiles/Cards

With the Tiles/Cards approach, the site's top drop-down menus will be replaced by tiles on the homepage of the website. As you will see in the example below from Montclair, California's website, as the user clicks on Residents, Business, and Departments, the tiles on the homepage change to reflect relevant information for that topic:



The Business section features Business Licenses, Economic Development and resources for new businesses.



The Departments section features key departments, such as Community Development, Police and Fire.



The Residents section features Recreation, Senior & Youth Programs, and Events.

Parallax Scrolling

Parallax Scrolling is similar to Anchor Scrolling in that it allows you to incorporate a lot of content into your homepage in a visually pleasing way. However, with Parallax Scrolling, the text and objects on the website are programmed to slide on top of the background of the site, which remains static. This creates the illusion of depth on the 2D website. You can see an example of this on Fort Lauderdale's website (www.fortlauderdale.gov). If you scroll on the homepage, you'll see the content change, but the background will remain constant.





Optional Website Analysis Package

In order to develop a website that effectively serves, represents and delights your community, you must first take a step back and understand how your residents use your site. Vision's two Website Analysis Packages are outlined below:

Study / Report	Basic	Advanced
Stakeholder Survey	x	x
Homepage Heatmapping	x	x
Section 508 Validation	x	x
Broken Links Report	x	x
Site Analytics (basic) ➤ Most visited pages	x	x
Site Analytics (advanced) ➤ Most visited pages ➤ Entry pages ➤ Exit pages ➤ Bounce pages & rate ➤ Mobile Metrics ○ Market Share ○ Devices ○ Most visited pages		x
Online Community Survey		x
User Testing		x
Usability Study Report ➤ Discovery of Goals ➤ Online Community Survey report ➤ Stakeholder Survey report ➤ Accessibility Report (section 508) ➤ Broken Links Report ➤ User Testing report ➤ Analytics report ➤ Heat-maps report ➤ Mobile Assessment ➤ Summary of Recommendations ➤ One-sheet Stats		x
	Included	\$3,000



Stakeholder Survey

A survey will be distributed among your key stakeholders; its purpose is to gather information on the current goals and tasks of your website from an internal user point of view.

Homepage Heat-mapping

Heat-mapping is a technique where code is added to a web page and then software collects information about every action taken on that page so that its functionality can be studied in depth.

Site Analytics

Vision Internet will analyze your metrics for different periods of time to look for patterns and useful information to develop your new website.

Site Analytics (basic)

Most Visited Pages: Vision will provide a list of most visited content per session (30 min of activity)

Site Analytics (advanced)

- Most Visited Pages
- Entry Pages: An entry page is the first page that is viewed by a session, this is useful to determine what are the landing pages of your site.
- Exit Pages: An exit page is the last page of a series of pages that were visited by the same session, it is important to understand exit pages as the end of a user's journey.
- Bounce Rate: Bounce Rate is the percentage of single-page sessions, it represents the percentage of users who enter and leave the site on a single page.
- Mobile: If your current analytics allows for segment creation, Vision will analyze metrics on mobile devices:
 - Market Share: Percentage of visits made from mobile devices
 - Devices: Identify the most frequently used mobile devices
 - Most Visited Pages

User Testing

Vision Internet will collaborate with your staff to identify 5 tasks for your website. These tasks will be tested by 5 users employing screen-sharing software; this software records the interactions of the users with your website and its mission is to identify any usability issues. Tester audience will be determined in collaboration with your staff.

Online Community Survey

Vision Internet will work with your staff to create and incorporate into your website an online survey whose purpose will be gathering information regarding the level of satisfaction of the County's website users, this survey will also contribute to identify the most common tasks as well as potential goals of your website users.



Usability Study Report

Vision Internet will create a comprehensive report that includes all the discoveries, we will also provide you with all the different assets as a single deliverable that will help you make data driven decisions for your website redesign.

Optional Department Branding Packages

Often, as we dig into the discovery process, counties find that certain departments require a level of specialized functionality and branding to best serve their unique audiences. In order to accommodate these needs, Vision offers three department branding packages:

Design Theme

The Design Theme package allows a department to customize their pages with an unique color scheme while still utilizing the framework of the main website. The consistency of the page layout and menus makes navigating the site intuitive, while still allowing for a distinct look and feel.

Basic Subsite

For departments that require customization beyond a simple color changes, the Basic Subsite package provides the ability to set up separate top-level navigation and a unique homepage template. In addition, a unique instance of Google Analytics measures traffic only on the sub-site. While the structure will be the same as the main website, these design changes -- including the ability to incorporate up to five custom homepage widgets -- will allow the department to truly differentiate itself.

Advanced Subsite

The Advanced Subsite package is intended to serve the needs of larger departments that have either maintained their own separate websites in the past, or would like to develop one as part of this project. Any department that purchases this package will receive comprehensive services, including one-on-one consultation through the development process, in order to define their unique goals, analyze their audiences, and ultimately create a structure, navigation and site design that serves those goals.

The resulting site will include the same functionality as the main website since it will use the same administrative backend and have the same interactive components. This means that there is a single instance of visionCMS™ where all content is stored.

Please also note that any department that selects the Advanced Subsite package will also receive their own department-specific Account Management services, equivalent to those included in the visionLive™ edition selected by the county.

	Design Theme	Basic Subsite	Advanced Subsite
Design			
Design Elements			
 Department logo in site header	✓	✓	✓
 Unique color scheme	✓	✓	✓
 Unique background	✓	✓	✓
 Separate font style	✓	✓	✓
 Logo can link to departmental homepage instead of main homepage		✓	✓
Page Layout			
 Custom page template based on main site wireframe		✓	
 Custom wireframe			✓
 Interior page layout same as the main site	✓	✓	✓
 Number of new widgets included	0	5	7
Mobile			
 Unique color scheme	✓	✓	✓
 Department logo in header	✓	✓	✓
 Logo can link to own departmental home page instead of main homepage		✓	✓
Design Services			
 Heatmap analysis			✓
 User surveys			✓
Functionality			
Own Domain			
		✓	✓
Main Navigation			
 Same as main site	✓		
 Separate page tree from main site		✓	✓

	Design Theme	Basic Subsite	Advanced Subsite
Header and Footer Sections			
 Independent header configurations (logo, top nav, social icons, quick links)		✓	✓
 Independent footer configurations (footer nav, social icons)		✓	✓
Search			
 Result part of main site search	✓		
 Stand alone search		✓	✓
Separate Google Analytics			
		✓	✓
Background			
 Ability to change background image if main site is able		✓	✓
Page Limit			
	N/A	50	Unlimited
Additional Storage			
	N/A	5 GB	10 GB
On-going Services*			
 Health checks (account review)			✓
 Site analytics report			✓
 Graphics site audit			✓
Price			
Implementation Fee			
 Base	\$2,500	\$7,500	\$12,000
 Each additional	\$1,625	\$7,500	\$12,000
Recurring Annual Fee			
 Base	N/A	\$2,500	\$3,250
 Each additional	N/A	\$1,500	\$2,250

* Based on visionLive edition - Outlined services will occur annually if main site is Standard Edition of visionLive or semi-annually if main site is Plus Edition of visionLive.



Intranet Site Cost Summary

Year	Included Services	Fee
Year 1:	• Included Professional Services • 1st Year of visionLive™ FREE	\$16,955
Year 2:	• 2nd Year of visionLive™	\$8,200
Year 3:	• 3rd Year of visionLive™ (assumes 5% increase)	\$8,610
Year 4:	• 4th Year of visionLive™ (assumes 5% increase)	\$9,040

***Please note that the visionLive™ service for the Intranet does not include hosting. Please see page 67 for the recommended server details. Please see the tables below for visionLive™ service for the Intranet:**

Annual Price

\$8,200

visionLive™ Functionality

Site 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	✓
	Online Polling	✓
	Citizen Request Management Tool	✓
	Business Directory	✓

* Requires an implementation fee

visionLive [®] editions		Standard Edition
 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		
Support and On-going Services		
 Site Improvement Credits (annual)		Up to 15 Hours
 Dedicated Account Manager		✓
 Health Checks (Account Review)		Annual
 Site Analytics Report		Annual
 Graphics Site Audit		Annual
 Training & Best Practice Webinars		✓
 Access to On-Demand Training Library		✓
 On-going New User Training (Via WebEx)		✓
 Monthly Office Hours (Via WebEx)		✓



Additional Information

Included Warranty

All programming code within the project developed by Vision is warranted for a period of one-year from the date of completion. We will create a backup of the website when it is completed. If any problem arises while you are maintaining the site, we will be able to restore the site back to its condition as it existed at the time of completion. If we are maintaining and hosting the site, we can restore it to its condition as it existed at the day of the last backup, should a problem arise.

In our over eighteen years of business, we have not had any significant problems arise, due to our extensive quality assurance process and technical expertise.

Terms and Conditions

Vision agrees to perform the services at the prices quoted in this proposal. This quote is valid for 240 days.

Disability Accessibility

Although the language of the ADA does not explicitly mention website accessibility, the Department of Justice has issued guidance on the ADA as applied to the websites of public entities. We are capable of fully complying with Section 508 and WCAG 1.0.

Ownership and Licensing

Vision will grant to Fresno County a non-exclusive and perpetual license to use the website design, and a non-exclusive and subscription-based license to the visionCMS™.

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Check off each of the following:

1. ☒ All signatures must be in **blue ink**.
2. ☒ The Request for Proposal (RFP) has been signed and completed.
3. ☒ Addenda, if any, have been completed, signed and included in the bid package.
4. ☒ **One (1) original plus seven (7) copies** of the RFP have been provided.
5. ☒ Provide a Conflict of Interest Statement.
6. ☒ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
7. ☒ The completed *Criminal History Disclosure Form* as provided with this RFP.
8. ☒ The completed *Participation Form* as provided with this RFP.
9. ☒ The completed *Reference List* as provided with this RFP.
10. ☒ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
11. ☒ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No. 208-5465

Closing Date: May 12, 2016

Closing Time: 2:00 P.M.

Commodity or Service: Web Content Management System (WCMS)

Return Checklist with your RFP response.



Conclusion

By implementing your new website as we propose, Fresno County will take a significant step forward in its ability to serve its citizens. The website will incorporate our advanced content management system and creative design to enable users to get the information they need when they need it.

It is our un-matched years of experience, innovative creativity and focused attention to our clients' unique needs that allows us to create award-winning quality websites. Just as we have done for cities and counties in 44 states, we aim to do the same for Fresno County.

We are very excited about the opportunity to direct our creativity and technical expertise towards creating a unique solution for you and your community. We are confident that our consulting, graphic design, programming, and client support expertise will result in the innovative website you are looking for. We look forward to the opportunity to work with Fresno County to create what's next.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Reed McGinnis".

Reed McGinnis
Regional Sales Manager, Vision

Appendix I: visionCMS™ Component Highlights

visionCMS™ is the most advanced government-focused content management system available. In addition to the plethora of functions that simplify administration and save staff time, visionCMS™ includes interactive components and features essential to serving your website visitors.

Customization of the Vision Content Management System™ includes the frontend graphic design and layout as well as adding or subtracting fields for your specific needs. Additional components and customizations can be added during development or after launch for an additional fee. Our clients appreciate the flexibility that this level of customization provides over the cookie-cutter offerings of our competitors.

Interactive Components and Features

This section highlights the components and features available for the visionCMS. Included features will be based on the visionLive Edition selected as detailed on page 83.

Business Directory

One way to promote local businesses is the use of a Business Directory in the County's website. This supports local industry and businesses by increasing their ability to reach a national/international market while at the same time making residents more aware of them. When you list businesses on your website, their individual websites may receive higher placement in search engines because of your link to them.

The Business Directory is an interactive index of local businesses. Your staff can post a business's name, description, location, contact information, links to their sites, and, if available, a graphic (i.e. logo or photo). Users would then be able to browse an alphabetical listing of these businesses or filter the directory based upon categories you define.

Additionally, businesses will be able to submit their information through the website and maintain their information over time. All submitted information must be approved by a website administrator before being made public on the website.



Figure 1: Subdirectory shows local restaurants.

Calendar

Interactive calendars are a staple of local government websites and are an essential tool for your site's success. The Dynamic Calendar System can be used to improve attendance at your events and meetings by making it easier for users to find the types of events important to them. The Dynamic Calendar System allows staff to create calendars for any department or category your staff chooses. These calendars can share events, preventing duplication of effort.

Calendars can be implemented in a user-friendly monthly or yearly format. To assist users further, your website's Calendars will have filtering tools that allow them to find information by month, category, or even departments. This makes it quite easy to locate specific information.

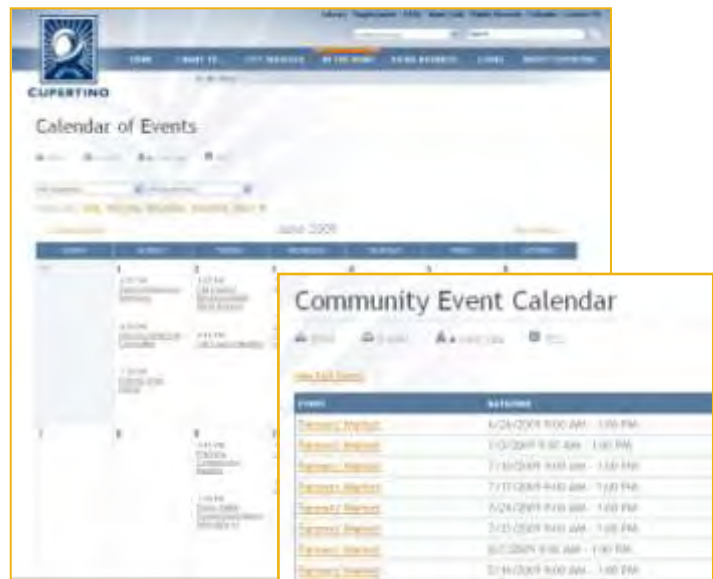


Figure 2: Use the Calendar to find meetings and events quickly.

Our Dynamic Calendar System contains a number of advanced functions including:

- Recurring events function
- Automatic archiving
- Integration with eNotification component
- Ability to create and assign filtering categories to events
- Ability to restrict use of categories by specific staff
- Ability to control which events to include on the homepage of the site
- Ability to insert calendar pages anywhere in the site navigation
- Ability to apply different calendar formats including standard monthly calendar and a listing of events
- Add to my Outlook, Google, and Yahoo calendars link
- Automatic event address link to Google Maps for driving directions
- Automatic RSS feeds

NOTE: With the eNotification component, calendar events may also be broadcast to subscribers via email.

Emergency Alert (Site-wide)

In the case of an emergency, it is extremely important for Fresno County to reach out to residents in the most efficient way possible. By doing so, potentially life-saving information reaches those who need it most. Notifying the County's website users is simple with the Emergency Alert banner. The notice is easily customized and can be prepared in advance with common evacuation or shelter information. As some users may not access the website through the homepage, when activated, the Emergency Alert banner will prominently display across the top of the website of every page so users would not miss it.



eNotification

Increase communication, draw in more repeat users, and get important information out more quickly, using our email based eNotification tool. Our tool provides a sign-up box allowing users to add their email addresses to receive important notices, and set their preferences for the eNotifications they would like to receive. Each registration is verified via a confirmation email that the user must respond to in order to complete the registration process. This same mechanism allows each user to change preferences including opting out from subscription lists.

To better manage the eNotification process, your staff can see how many subscribers there are for each category, plus edit subscriber information and export the subscriber database for use in other systems. Additionally, a marketing dashboard allows administrators to track the number of sent emails and the open rate.

The best part about our eNotification tool is that it also integrates with the Calendar, Job Postings, RFP Postings, and News components, giving you the ability to broadcast event and news content from your website to your subscribers. There is no need to recreate the content. This integrated approach enables your users to sign up for different types and categories of content on a single subscription page in order to have it delivered directly into their email box.

Extranet (Members Only)

Vision Internet can implement an Extranet where restricted content is integrated into the main County website. The restricted content is not viewable by users until they log into the website (i.e. designated staff or elected officials). Once they log in, they will see the additional content within the menus or as an additional section to the main website.

When implementing the Extranet, you may want to have different levels of information access. With our Extranet tool, you can define an unlimited number of groups such as designated staff, executive management, and elected officials. Registered users can belong to any number of groups and any number of groups can be associated with most pages in the Extranet. Once implemented, the website visitors will need to log into the website using a username and password to view the secure pages.

The Extranet functionality is included as part of the following components: Business Directory, Calendar, Document Central, Facility Directory, FAQs, Forms Builder, Job Postings, News, Pages, Photo Gallery, RFP Postings, Service Directory, and Staff Directory.

Facebook and Twitter Feed Readers

Vision incorporates feed readers into your website that pull content from social media websites such as Twitter and Facebook. This allows you to display all of your social media updates simultaneously on your website without having to make updates in two different places. The benefits of this are two-fold: your residents no longer have to check more than one website to stay updated with all the newest information, and you encourage your website visitors to be active and interact with the community via both social media and the website itself.

Facilities Directory

The Facilities Directory provides citizens with a listing of all types of facilities in the community. Site users are able to search the listing by type (such as parks, recreation centers, and schools) amenities (such as swimming pool, meeting rooms, and kitchen), and capacity. Because the tool is designed to list all facilities in the community, it has a registration form where organizations can put in the necessary information about the facility they have available. Entered information does not become live on the website until after review and approval by your designated administrator.

Facilities listed on the directory can also be added to a Google map of your area, providing website visitors with a visual guide to County amenities.

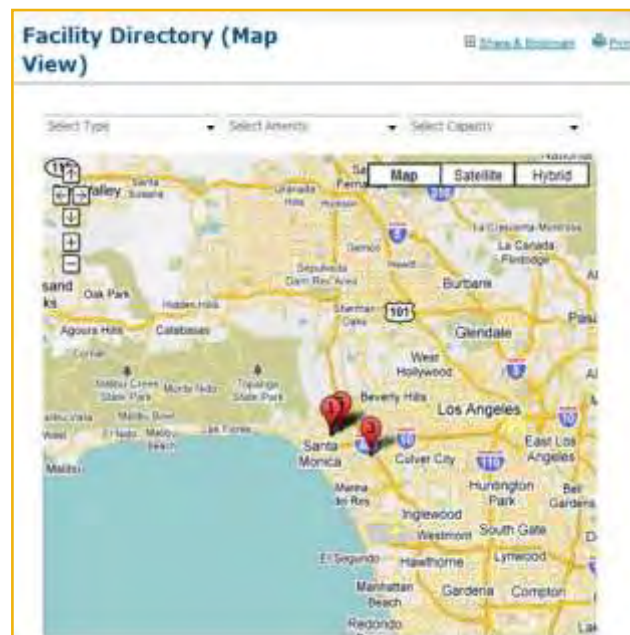
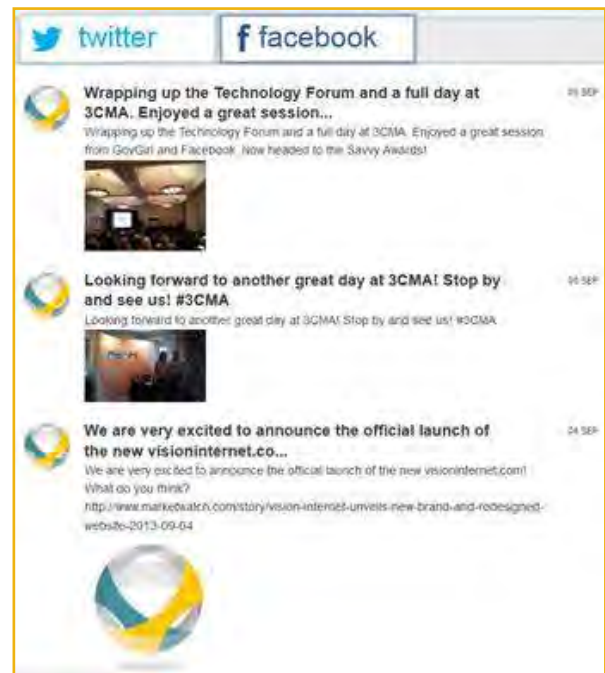


Figure 3: Locations listed on the Facilities Directory can be posted onto a Google map.



Facilities Reservations

As an additional function of the Facilities Directory, your users will be able to reserve facilities online, making it more convenient for your visitors and residents who are trying to plan events. With the Directory implemented with maps and reservation capabilities, your website will become a one-stop location for finding and using County amenities!

Frequently Asked Questions

Frequently Asked Questions (FAQ) are a website staple that visitors have come to expect. While traditional FAQs consist of long lists of questions that may overwhelm users, our component provides a simple and easy way for them to find the information they need. Website visitors are able to browse the list of questions (and answers) by categories you define. Multiple categories may be assigned to each question so that your visitors will be able to find answers based upon the category that best matches what they are looking for.

Your staff will also love the feature because our component presents a much simpler solution to creating FAQs. Questions and their associated answers are submitted through a simple and centralized interface. Our component does the rest!

Friendly URL Manager

The Friendly URL Manager allows you to change the address of any page on the Fresno County website to www.co.fresno.ca.us/_____. For example, with the Friendly URL Manager you can change the address of the Calendar www.co.fresno.ca.us/calendar, which is much more user-friendly than www.co.fresno.ca.us/index.aspx?page=16.

Google Translation Integration

It is important to reach non-English speaking residents; they are a major audience that may require your services. As part of your project, we can implement the free Google translation link in your website. This link will direct website visitors to the Google translation website.

We will provide links at the top of your homepage that allow for easy navigation between the different language sites. We are one of very few vendors that have specific experience developing foreign language websites. We have created websites in Spanish, Chinese, Haitian Creole, and Danish.

NOTE: Please note that without multilingual support components, you can still add your non-English content directly into the Vision Content Management System. This can simply be treated as a department. While the graphics would not be changed in the navigation and headers, the alternate language text could be added directly by your staff. This approach is beneficial when you only need a few non-English pages.



govTrack CRM™ (Citizen Request Management)

It is important for Fresno County to provide their residents with advanced features for requesting services online, saving both your users and your staff time. Included with your project, Vision can implement our advanced govTrack CRM™ for your website.

Your residents will be able to make service and information requests based on categories defined by the County. Users can also send comments and files (such as photos of a street lamp requiring maintenance, graffiti that needs to be removed, etc.) to the case processor so that they will have a clearer idea of the work that needs to be done. These requests will be automatically routed to the appropriate case processor and a confirmation email will be sent to the user.

Passwords provided to users will allow them to log-in and track the progress of their request throughout the process. Users will also receive emails updating them on their requests.

Additionally, because govTrack CRM™ is integrated with the included Frequently Asked Questions component, your users will also be able to check for common solutions to their problem before sending it to the County.

Assigned case processors will be notified of service requests by email. After logging-in, an easy-to-use queue will show them a list of pending requests, including highlighted overdue projects. Either County staff or a contractor can be assigned as a case processor and receive service requests; since requests do not need to be accessed via the Vision Content Management System, you do not need to worry about granting access to the website's backend to non-County employees.

Job Application Manager

The Job Application Manager helps government hiring managers save time by streamlining and simplifying the creation, customization and management of online job applications. This is the most flexible job application tool available for the government website development industry today.

Some of the Job Application Manager features include:

- Ability to create customized online job application forms on the fly.
- Ability to mark questions as sensitive, automatically encrypting answers in database to protect applicants' sensitive information.
- Secure personalized log in accounts for job seekers to view the status of their application.

Figure 4: With the govTrack CRM, citizens can fill out a simple form to report code violations, submit questions or other inquiries.

- Ability to directly set interview dates and hire dates.
- Filter capabilities for application lists based on date, status, or other parameters.

Job Posts

Job Posts is one of the most popular types of content on local government websites. By posting jobs within the site, you are both attracting possible candidates and averting the flood of telephone inquiries about positions that do not exist. This, of course, keeps your administrative costs down.

Our Job Posts component makes posting jobs a snap. Your HR staff fills out a simple form with fields such as position, department, salary, and benefits. Staff can schedule when postings go live on the website and when they expire, thus simplifying the process and reducing your administrative time and costs.

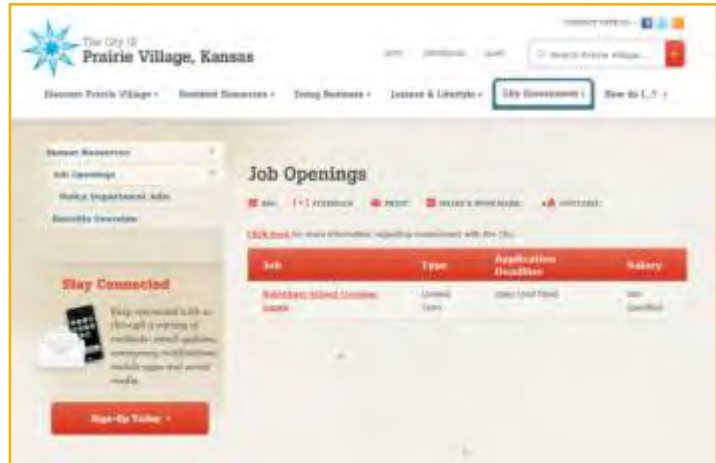


Figure 5: Users can filter for jobs of interest.

To make it easy for users, postings can include interactive components for filtering available positions by category, type of position, posting date, and salary. As is normal for all our components, your staff is able to define the categories or classification of Job Postings.

NOTE: With the eNotification component, job postings may also be broadcast to subscribers via email.

News Postings

By posting news on your site, you will improve communication with your target audiences. Our experience is that news can take many forms, including press releases, feature stories, and “what’s new” content. With our News Postings component, each of these types of news can be implemented onto a single section of the website or have their own separate area. To ensure usability for website visitors while providing simplicity for staff, news content is automatically moved to an archive section at a predefined interval after publishing. Website visitors can also browse the archive by category. This is a great way to provide a historical archive while making site administration easy. Additionally, RSS feeds of news items are automatically available to website visitors.



Figure 6: News items are easy to find from a centralized location.

NOTE: The News Postings component integrates with eNotification for broadcasting information to subscribers via email.



OneClick Social Networking™

The innovative OneClick Social Networking™ component allows your staff to post content to your website and to the most popular social networking sites, such as Twitter and Facebook, with one click--saving your staff precious time and helping you broadcast your news, alerts, events and other notices easily and selectively all across the web. OneClick Social Networking™ works by generating an RSS feed of each component, which can be connected to Twitter, Facebook and any other tool that allows importing of RSS feeds using a third party service.



Online Payment Integration

The Online Payments functionality is a core tool integrated into the content management system, and used by other components requiring online transactions. It would include integration with an online transaction service where transaction information would be transmitted securely to a third-party vendor. This vendor would then process the credit card or e-check and transfer the funds from the transaction to your bank account.

A recording of each transaction is logged into a local database for reconciliation with the transaction report made available from the vendor. Transactions recorded within the central database would also be associated with the transactions by different applications using the tool. For security reasons, however, credit card information will not be stored into the database. This is an add-on to payment related functions and forms.

Transaction based forms and/or functions are an additional cost beyond the Online Payments tool. The County will be responsible for fees paid to third-party online transaction services. Our standard online payment services are Authorize.Net and PayPal. Integration of other services may result in additional fees.

Page Template Builder

Unique to visionCMS™, the Page Template Builder allows your website administrators to create and configure custom interior page layouts throughout the website. Need to create a two-column page that displays just news and calendar items? Have a special event that needs a unique landing page? No problem! Simply drag and drop your desired content and widgets and your new layout is set. Best of all, you can determine which department content editors are able to use individual templates, providing additional oversight. The Page Template Builder puts you in control and ensures you will be able to easily adapt to your organization's changing content needs

Photo Gallery

Nothing spices up a website like pictures. With our Photo Gallery component, your website visitors can browse through images of your beautiful county and its exciting events. Users can view photo albums defined by your staff, and either look at images via thumbnails or a slide show. Simply upload the image



from the Image Library to the new album and add a caption; thumbnails are created and added to pages based upon the predefined template. What a great way to save staff time while livening up your website!

RFP Posts

To make future Requests for Proposals simpler, easier to manage, and more cost effective, the website can include an RFP Postings section where they can be posted along with amendments and updates.

Potential vendors can download RFPs in a PDF format. Because RFPs are time sensitive, you can schedule when the RFP posting would be live on the website and when it would be removed, thus ensuring your website is kept up-to-date with minimal staff time required.

NOTE: RFP Postings can be integrated with our eNotification system to alert users by email.

RSS Feeds

RSS (Really Simple Syndication) Feeds keep local residents, potential visitors, and other subscribers up-to-date on important news, events, and announcements from your website. Users can subscribe to your website and receive automatic updates in their RSS readers, mobile phones and personal homepages (such as iGoogle, My MSN and My Yahoo!) as a convenient way of remaining current on community events.

Service Directory

Key to serving your community is making it easy for them to find the services they need. While we generally recommend organizing information by topic or service in addition to by department and target audience, the interactive Service Directory allows users to filter or search a list of services by category, department, and keyword, thus simplifying the entire process.

For each service in the directory, you can provide a title and description plus associate the service with contacts in the Staff Directory.

Single Sign On

The Single Sign On component is an area where registered users can log in, view and update information they have submitted and make new submissions to various components, all from their dashboard. If the Extranet (Members Only) component is present, they can also view pages and content that is only available to members. This is a versatile tool that can be set up to fill various needs, with each feature able to be turned on or off on a per-user basis or site-wide. Registered users may either be added through the visionCMS™, or they can be allowed to register from the frontend. For fast and easy registration, users can also be allowed to log in using their Facebook or Google accounts.

If activated, users can:

- Update their account information.
- Add a profile picture.
- Change their eNotification preferences.
- Access Member Only content.



- Submit service requests, monitor and update existing service requests.
- Process service requests, if they are a service request processor.
- Submit businesses to the Business Directory, view past Business Directory submissions.
- Submit events to the Dynamic Calendar System, view past event submissions.
- Register for events, view past event registrations, sign up for waiting lists.
- Reserve facilities in the Facilities Directory, view past facility reservations.



Figure 7: Single Sign On allows your staff to perform various functions from their visionCMS™ dashboard.

SMS Component

On the standard eNotification page, users will be able to opt in to receive SMS text messages and enter their phone number. Users will also be able to sign up for email notifications and choose categories.

The backend user will be able to create and send out SMS text messages to SMS subscribers. The backend user will be able to view a list of SMS subscribers, and add, edit or delete subscribers. Basic statistics will be available for SMS messages and subscribers.

All text messages will be sent via a third-party SMS text messaging service provider. Please note that this is a third-party tool that requires a separate client account with the third-party service provider. The County shall be responsible for all SMS text messaging charges.

Vision Internet will not be responsible for any changes that a third-party tool makes to its system or its functions. Vision Internet will not provide technical support for a third-party tool in the event that this feature goes down.

If changes are made to the third-party API, we will not be able to provide immediate service to accommodate whatever changes are necessary. In the event that Vision Internet is asked to

accommodate changes to the API, this will incur additional time and material costs beyond any visionLive™ fee, other ongoing Vision Internet support fees, and the original implementation cost for SMS Integration.

Staff Directory

It is often difficult for website visitors to find the correct person to contact in a government agency. However, the useful Staff Directory component greatly simplifies this search. It can list all staff persons, departments, even related agencies and partners, along with their contact information and description of their role or area of specialization. Your website users will love the convenience, simplicity, and accessibility; they can easily filter the list of staff based upon name, department, or other criteria determined to be important to them.

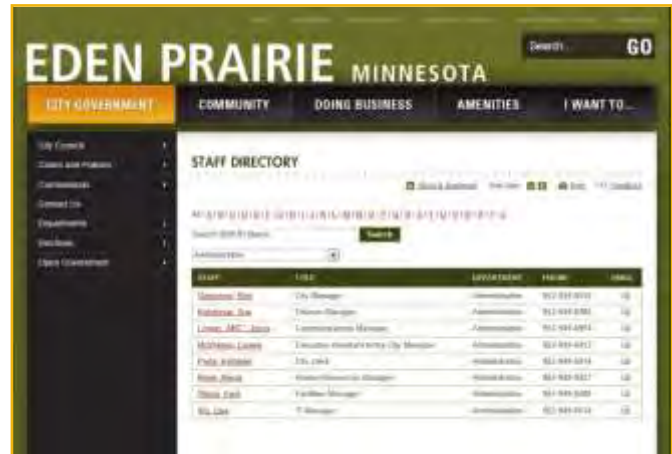


Figure 8: Staff Directory allows users to interactively find staff contact information by department or name.

Additionally, your staff will be pleased that they can make their email addresses available to others without exposing their contact information to spammers. Our component “masks” email addresses so that email-harvesting software used by spammers cannot automatically extract them from your website.

Streaming Video Center

Included with your project is a Streaming Video Center, which includes video streaming for up to 25 meetings per year, with an average of 4 hours per meeting. Also included is up to 120 hours of specialty content per year.

visionSearch

visionSearch is a premium search alternative to our standard Google Search. Since many website visitors use search as the primary means of finding what they want and exploring your website, it is important to have a search tool that provides fast and accurate results. In addition to searching HTML pages and documents on your website, this powerful tool includes all of the functionality that visitors and administrators expect in an industrial-strength search engine.

Features for website visitors include:

- **Sorting** – users can sort their search results by Relevance, Last Modified, Title or Content Type
- **Filter** – users can use the Filter by Content Type checkbox to quickly select the type of content they want to include in their search results
- **Advanced Search Options** – users can use the advanced options to easily apply Boolean options to their search criteria; options include searching with all of the words, with the exact phrase, with at least one of the words and without the words; in addition, another advanced option lets users filter by document type, such as HTML, Word, PDF, etc.



For site administrators, visionSearch allows significant control over what content is indexed by search and how it displays. Configuration tuning options include:

- **Page Promotion** – this is the ability to add keywords to promote a specific page higher in the search results
- **Search Synonyms** – Configure synonyms so the search results will consider the words or phrases to be exactly the same (for example, you can configure the visionSearch so if a user enters trash, rubbish, or garbage then any page containing any of these words will be returned)
- **Search Scope** - defining the scope of the search index, potentially allowing you to display results from multiple websites, or just for one specific department
- **Display Options** – administrators can also refine what search options are presented to visitors