

**AGREEMENT FOR
WEBSITE DEVELOPMENT AND HOSTING SERVICES
(Yamhill County and CivicPlus, LLC)**

THIS AGREEMENT ("Agreement"), is made by and between **Yamhill County**, a political subdivision of the State of Oregon (the "County") and the **CivicPlus, LLC**, a Kansas corporation located at 302 South 4th Street, Suite 500, Manhattan, KS 66502 (the "Contractor").

RECITALS:

WHEREAS, The County, through its Board of Commissioners, has determined the need for a redesign of the County's website; and

WHEREAS, The County believes that it is necessary to contract with a qualified website developer with expertise in providing website development and hosting services (the "Project"); and

WHEREAS, The County has budgeted funds to perform the Project; and

WHEREAS, The County conducted a competitive procurement to select the most qualified Contractor to provide the Project services; and

WHEREAS, The Contractor was the most qualified proposer and is willing to provide the required Project services and to perform other related duties as required by the County in the successful completion of the Project; and

WHEREAS, The County and the Contractor desire to enter into this Agreement and the County is authorized to enter into this Agreement under ORS 203.010(3); and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties as follows:

AGREEMENT:

1. **Term.** This Contract shall become effective, and services required hereunder shall commence, on the date the Contract is executed by both parties, and shall terminate at the conclusion of Year 2 Annual Services, unless otherwise terminated or extended as provided herein.

2. **Consideration; Payment Schedule.** As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Contractor a sum not to exceed \$72,283. Specifically, the County shall pay as follows:

- Year 1 – Implementation and Annual Services: \$59,070*
- Year 2 – Annual Recurring Services: \$13,213*

* The above rates are inclusive of any per diem rates described in Exhibit A.

- a. Any expenses incurred by the Contractor in the performance of the Services under the terms and conditions of this Agreement not specifically provided for herein shall be the sole and separate responsibility of the Contractor, unless preapproved in writing by the County. The only compensation due the Contractor is specifically stated in this Agreement.
- b. Contractor shall submit invoices as described in Exhibit C.
- c. The compensation provided herein shall be exclusive and the County shall neither pay nor provide the Contractor with any fringe benefits, including, but not limited to, retirement, health insurance, workers' compensation insurance, unemployment insurance, or sick leave. No additional compensation or alternate form thereof shall be payable by the County to the Contractor for any purpose whatsoever unless otherwise agreed in writing. The Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes and any other taxes or assessments imposed by any governmental body incurred by reason of the County's payment of compensation hereunder to The Contractor.

3. **Services of Contractor.** The Contractor agrees to perform website development and hosting services (the "Services"), in accordance with and as detailed in the County's request for proposals, attached hereto as Exhibit A and incorporated herein, and the Contractor's response in the form of "Yamhill County Website Redesign", dated August 31, 2022, attached hereto as Exhibit B and incorporated herein, and Contractor's Statement of Work Quote# Q-27930-1, attached hereto as Exhibit C. If any discrepancy exists between a provision in this Contract and a provision in Exhibit A or, Exhibit B or Exhibit C the provisions of this Contract shall prevail.

- a. Any additional services beyond the scope identified in Exhibit A, Exhibit B and/or Exhibit C may be added via an amendment and negotiated individually at the Contractor's hourly rate or at a project rate at the discretion of the County.

4. **The County's Duties.** If any Services are provided at the County offices, the County shall provide the office space, terminals, telephone, office equipment, office furniture, computer hardware and software, and fixtures necessary to perform Services.

5. **Independent The Contractor.** This agreement is not a contract of employment. The County does not seek to hire the Contractor as an employee(s) of the County nor does the Contractor desire to be an employee(s) of the County for performance of the services described herein. The parties intend that the Contractor, in performing the services specified herein, shall be and act as an independent the Contractor and shall have professional control of the work and the manner in which it is performed. The Contractor shall have the sole authority to determine the manner and means of performing the services described herein, and the County shall not interfere with, control, or direct the manner or method in which such services are performed; provided, the County shall direct the Contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of the Contractor's services. The Contractor shall not be considered an agent of the County, and the County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of incident to, or resulting directly or indirectly from the operations or activities of the Contractor.

6. **Warranty of Services.** The County has relied upon the professional ability, qualifications, and training of the Contractor as a material inducement to enter into this Contract. Accordingly, the Contractor represents and warrants that: (i) the Contractor shall perform all services set forth herein in a good and workmanlike manner, in conformance with the terms, conditions, and requirements of this Contract, and in accordance with the highest applicable professional and/or industry standards; (ii) the Contractor warrants that each of the Contractor's employees assigned to perform services under this Contract has the proper skill, training, and background to be able to perform the services in a competent, timely, and professional manner and that all services shall be so performed; and (iii) the Contractor shall at all times maintain and

keep current all professional licenses, certifications, and professional liability insurance required to perform the work set forth in this Contract.

7. **Amendment.** This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and local ordinances. No amendment shall bind either party unless in writing and signed by both parties.

8. **Compliance with ORS 279B.220.** For all services provided under this Contract, the Contractor shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the Contractor does not pay promptly any claim that is due for the services furnished to the Contractor by any subcontractor in connection with this Contract, the County may pay such claim and charge that payment against any payment due to the Contractor under this Contract. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

9. **Hours of Labor; Compliance with Pay Equity Provisions.**

- a. Where applicable, and pursuant to ORS 279B.235(3), the Contractor shall pay the Contractor's employees who perform work under this Contract at least time and a half for all overtime in excess of 40 hours a week, and for work performed on any legal holiday as specified in ORS 279B.020, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- b. Where applicable, and pursuant to ORS 279B.235(1)(b), the Contractor shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
- c. Where applicable, and pursuant to ORS 279B.235(1)(c), the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- d. Where applicable, and pursuant to ORS 279B.235(5)(b), the Contractor shall notify, in writing, any person employed by the Contractor under this Contract, either at the time of hire or before work begins on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Contractor may require the employees to work.

10. **Confidentiality.** The Contractor acknowledges that the Contractor may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of the County or the County's clients. Any and all (ii) information provided by the County and marked confidential, or (iii) information identified as confidential in a separate writing, that becomes available to the Contractor in the performance of this Agreement shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items, including software, that result from the Contractor's use of the Confidential Information are also deemed Confidential Information. The Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that the Contractor uses in maintaining the confidentiality of the Contractor's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. The Contractor agrees that, upon termination of this Agreement or at the County's request, the Contractor will turn over to the County all documents, papers and other matter in the Contractor's possession that embody Confidential Information.

11. Compliance with Laws. The Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Any violation by the Contractor of any applicable law required in the provision of services hereunder shall constitute breach of this Contract, and the Contractor shall be solely liable for any and all claims arising out of, connected with, or as a result of the violation.

12. Indemnification. The Contractor shall indemnify and hold harmless the County and each of its officers, agents, and employees from and against any claims, liabilities, demands, damages, losses, expenses, attorneys' fees or proceedings arising from or relating to the acts or omissions of the Contractor in connection with the performance of any services required hereunder or as created by any act or error of a vendor, subcontractor, or anyone directly or indirectly employed by the Contractor; provided, however, that nothing herewith shall be constructed to require indemnification of Yamhill County for liability attributable to the County's sole negligence or misconduct. Further, the Contractor shall not be liable for any failure of performance that is solely caused by or the result of an act or omission by the County or an entity employed/contracted with on the County's behalf.

13. Workers' Compensation. If the Contractor is a subject employer for workers' compensation or unemployment insurance purposes, The Contractor shall provide such workers' compensation and unemployment coverage benefits at its sole cost and expense and shall provide proof of such insurance and benefits at the County's request. The parties hereto specifically agree that this Contract will render the Contractor and the Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide, workers' compensation benefits for the Contractor or the Contractor's employees.

14. Insurance. The Contractor shall, at its expense, obtain the following insurance coverage and keep them in effect during the entire term of this Contract:

- a. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) with a per occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000, covering all activities and operations of the Contractor;
- b. Commercial Automobile Liability Insurance, with a per occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000, for all owned, non-owned, and hired vehicles used in the performance of the services required hereunder; and
- c. Additional Insurance Requirements:
 - i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims-made basis. Any insurance policy authorized to be written on a claims-made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.
 - ii. Insurance coverage shall apply on a primary and non-contributory basis.
 - iii. Prior to commencing services, the Contractor shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Contractor's services provided under this Contract and that there shall be no cancellation, termination,

non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Contractor or its insurer to the County. If requested, the Contractor shall provide complete copies of insurance policies to the County.

15. **Private Business.** The Contractor shall not operate any private business from any the County property, nor shall the Contractor utilize any the County property for the Contractor's private business, except to perform the Services described in this Agreement, however, phone calls received or made by the Contractor using the County equipment and while on the County property shall be allowed only on an emergency, occasional basis. If a long-distance telephone call is made on an emergency, occasional basis, it shall be charged to the Contractor's private business telephone number or credit card.

16. **Termination.**

- a. **the County's Termination for Convenience.** Either Party may terminate this Contract in whole or in part whenever the terminating Party determines that termination of the Contract is in the best interest of the terminating Party. The terminating Party will provide the other Party with written notice of a termination for convenience at least sixty (60) calendar days before the intended termination date. Such termination shall be without liability or penalty, and in no circumstance shall the Contractor be entitled to lost profits for work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- b. **the County's Termination for Cause.** The County may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at the Contractor's address provided herein, specifying the cause:
 - i. The Contractor materially breaches any of the provisions of this Contract;
 - ii. The Contractor no longer holds all licenses or certificates that are required to perform the services required under this Contract;
 - iii. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Contractor's services; or
 - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited, or the County is prohibited from paying for such services from the planned funding source.
- c. **The Contractor's Termination for Cause.** The Contractor may terminate this Contract for cause if the County fails to pay the Contractor pursuant to this Contract. The Contractor may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Contractor's notice, or such longer period as the Contractor may specify in such notice.

17. **Force Majeure.** Neither the County nor the Contractor shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of the County or the Contractor. The Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. The risk of loss or damage to the subject matter of this agreement shall be upon the Contractor until such time as the County has accepted the services required hereunder.

18. **Assignment; Delegation; Successor.** The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. Such prior written consent shall not be unreasonably withheld. The County's written consent does not relieve the Contractor of

any obligations under this Contract, and any assignee, transferee, or delegate is considered the Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.

19. Governing Law, Jurisdiction, Venue, & Attorney Fees. This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Contractor hereby consents to the in personam jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.

20. Records. The Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. The Contractor acknowledges and agrees that the County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Contractor for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

21. Notices. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

County: Yamhill County
ATTN: Justin Hogue
535 NE 5th Street
McMinnville, Oregon 97128
hoguej@co.yamhill.or.us

Contractor: CivicPlus, LLC
ATTN: Solomon Grover
302 South 4th Street, Suite 500
Manhattan, KS 66502
grover@civicplus.com

22. Foreign The Contractor. If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Contractor has met this requirement.

23. Tax Certification. The Contractor hereby certifies that it is not in violation of any Oregon Tax Laws and that it shall continue to comply with Oregon Tax Laws during the term of this Contract. Pursuant to ORS 279B.045, the Contractor's failure to comply with the Oregon Tax Laws is considered a default for which the County may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).

24. **Waiver.** The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.

25. **Entire Agreement.** This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

26. **Counterparts.** This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.

27. **Severability.** If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

28. **Survival.** All rights and obligations shall cease upon termination of this Contract, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

29. **Status of the Project Supervisor.** Justin Hogue, Deputy County Administrator, is the Project Supervisor (the "Supervisor"). The Supervisor or his designee shall perform technical inspections of Services and shall have authority to stop the Services whenever such stoppage shall be necessary to insure proper execution of the Agreement. The Supervisor or his designee may reject all Services and materials that do not conform to the Agreement and shall decide questions that arise in the execution of the Project Services. The Supervisor has authority to reject or accept the Project Services.

30. **Certification of Reading and Understanding of Documents; Precedence.** The Contractor certifies it has read and fully understands all Contract Documents including Solicitation Documents and terms and conditions. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same. In the event of a discrepancy or inconsistency between The Contractor's Proposal or any other contract document including this Agreement, this Agreement shall take precedence.

31. **Miscellaneous Provisions.**

- a. Upon full and complete payment of amounts owed herein, the County shall own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("County Content") created by the Contractor on behalf of the County pursuant to this Contract. "County Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which County provides or inputs into any website, software or module in connection with any Services. County Content excludes any content in the public domain; and any content owned or licensed by Contractor, whether in connection with providing Services or otherwise.
- b. Intellectual Property in the software or other original works created by or licensed to CivicPlus,

LLC, including all source code, documents, and materials used in the Services (“Contractor Property”) will remain the property of the Contractor. Contractor Property specifically excludes County Content. County shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any Contractor Property in any way, except as specifically provided for herein; (ii) adapt, alter, modify or make derivative works based upon any Contractor Property; (iii) create internet “links” to the Contractor Property software or “frame” or “mirror” any Contractor Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than County, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the source code to all or any portion of the Services; or (v) access any Contractor Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any Contractor Property, or (c) copy any ideas, features, functions or graphics of any Contractor Property. The Contractor name, the Contractor logo, and the product and module names associated with any Contractor Property are trademarks of the Contractor and no right or license is granted to use them outside of the licenses set forth in this Contract.

- c. Provided the County complies with the terms and conditions herein, and license restrictions set forth above, the Contractor hereby grants to the County a limited, nontransferable, nonexclusive, license to access and use the Contractor Property as described in this Contract and its Exhibits.
- d. Throughout the project, the County shall be responsive and cooperative with the Contractor to ensure the Project is completed in a timely manner.
- e. The County agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user’s personal data on any Service provided by the Contractor. The County further agrees that the Contractor has no responsibility for the use or storage of end-users’ personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by the County or by any third party of personal data.
- f. The County is responsible for all activity that occurs under the County's accounts by or on behalf of the County. The County agrees to (a) be solely responsible for all designated and authorized individuals chosen by the County (“User”) activity, which must be in accordance with this Contract; (b) be solely responsible for the County’s data; (c) obtain and maintain during the term of this agreement all necessary consents, contracts, and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content the County will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User’s log-in information or to the Services, and shall notify the Contractor promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.
- g. Upon completion of the Project, the County shall assume full responsibility for County Content maintenance and administration. The County, not the Contractor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all County Content. The County hereby grants the Contractor a worldwide, non-exclusive right and license to reproduce, distribute, and display the County Content as necessary to provide the Services. The County represents and warrants that the County owns all the County Content or that County has permission from the rightful owner to use each of the elements of the County Content; and that the County has all rights necessary for the Contractor to use the County Content in connection with providing the Services.
- h. The Contractor shall, at all times, comply with the terms and conditions of its Privacy Policy. The Contractor shall maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of County data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by the County; or (d) in

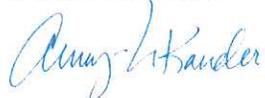
compliance with our Privacy Policy, the Contractor shall not modify County data or disclose County data, unless specifically directed by the County or compelled by law. Notwithstanding the foregoing, the Contractor reserves the right to delete known malicious accounts without County authorization.

- i. County acknowledges and agrees that the Contractor utilizes third-party service providers to host and provide the Services and store County data, and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of the County's data.
- j. The Contractor may offer the County the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to written acceptance by the County. In connection with any such third-party application agreed to by the County, the County acknowledges and agrees that the Contractor may allow the third-party providers access to County data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require the County to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern County's use of such third-party application.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

CONTRACTOR



Print Name/ Title Amy Vikander, Senior VP of Customer Success

CivicPlus, LLC

Date: 4/26/2023

YAMHILL COUNTY, OREGON



LINDSAY BERSCHAUER, Chair

Board of Commissioners

Date: 5/4/2023

SS# /Tax ID#: 48-1202104

APPROVED AS TO FORM



By: _____

JODI GOLLEHON

Assistant County Counsel



KENNETH HUFFER,

County Administrator

Date: 5/4/2023

Accepted by Yamhill County
Board of Commissioners on

5.4.23 by Board Order

BO 23-169

EXHIBIT A



**Requests for Proposals
Website Redesign
For
Yamhill County, Oregon**

**636 NE 7th Street
McMinnville, OR 97128
503-434-7505**

Date of Request: July 27, 2022

Date Proposals Due: 3:00 PM, August 31, 2022

Request for Proposals
Requests for Proposals for Website Redesign

Notice is hereby given that the Board of County Commissioners of Yamhill County, Oregon ("the Board") is currently soliciting proposals from qualified vendors to provide Website Redesign services.

A copy of the "Website Redesign Requests for Proposals" will be available at no charge from Yamhill County Information Technology Department, 636 NE 7th Street, McMinnville, Oregon 97128, telephone (503) 503-434-7505.

Responsive Proposals for Website Redesign Services must be physically received in the office of Yamhill County Information Technology Department, 638 NE 7th Street, McMinnville, Oregon 97128 no later than 3:00 p.m. local time on Wednesday, August 31, 2022.

Questions regarding this RFP should be addressed to Shane Hoffman, IT Manager, at hoffmans@co.yamhill.or.us or (503) 503-434-7505.

DATED at McMinnville, Oregon this 27th day of July 2022. By KENNETH HUFFER, County Administrator

Section A: Overview

1. Background

Yamhill County (referred to herein as “Yamhill County” or “County”) is located in the Willamette Valley of Oregon. The County seat is McMinnville, about 35 miles southwest of Portland. The County has a population of about 109,000 residents. Yamhill County is a general law county with three elected Commissioners and 5 elected department heads. The remainder of the County falls under the supervision of the appointed County Administrator. Yamhill County employs approximately 700 employees and provides a myriad of services, including but not limited to, public health, adult, youth and family behavioral health services, roads, bridges, parks, fairgrounds, law enforcement, juvenile and adult corrections facilities.

The current website was developed in-house approximately 10 years ago and worked well for the time. However, our website has outlived its useful lifecycle and it is time for a refresh. Issues with the current website for Yamhill County include an outdated site design both functionally and aesthetically. The website does not possess features that would allow citizens to conveniently access information or download and submit documents and forms. The homepage and department pages are cluttered with information, and current breadcrumbs are inadequate which all contribute to difficulty in navigating the site. Over time the use of custom images for buttons has created an inconsistency of look and feel across the site. The current site is difficult to update and maintain information, and it is a laborious process that is mainly the sole responsibility of the Information Technology department.

2. Project Description

The County is seeking the aid of an experienced vendor who specializes in partnering with counties and/or municipalities to enhance its online capabilities. Specifically, the County needs an updated website to enhance the user experience, simplify content management, and provide improved citizen-centric information and customer service to the community, while meeting high standards for design quality and visual appeal. At a minimum, the new website must be developed with a responsive design that will adjust to all devices. Further, the site must be easily maintained without requiring HTML knowledge. The new website will have the depth of functionality and security that will enable the County’s staff to streamline processes and provide the best user experience for our citizens, more specifically described in Section B.1.

In addition, the vendor should have a team of experts who have in-depth experience working with local government and will equip our staff with the training, resources, and tools to do their jobs quickly and efficiently, both during implementation and after system launch.

The County also seeks a vendor that has the capability of integrating additional features and functionality that may be identified in the future. The County would like the vendor to provide secure, cloud-based hosting services and 24/7/365 support.

Yamhill County seeks a partnership with the chosen vendor to create an online presence that continually engages our citizens.

3. Questions and Requests for Clarification

All questions and requests for clarification shall be made in writing and sent via email to the following individual no later than the deadline to submit questions identified in the Schedule of Events.

Contact: Shane Hoffman, IT Manager

Email: hoffmans@co.yamhill.or.us

4. Addenda

The County will answer all questions and requests for clarification in the form of an addendum that will be published on the County's website at <https://www.co.yamhill.or.us/content/request-proposals>. It is the responsibility of the vendor to check for any issued addenda before submitting a response.

5. Modification or Withdrawal of Proposal

Prior to the scheduled closing time for receiving proposals, any vendor may withdraw their proposal. Only written requests for the modification or correction of a previously submitted proposal received by the County prior to the RFP due date and time will be accepted. Oral, telephone, or fax modifications or corrections will not be recognized or considered. After the scheduled closing date and time for receiving proposals, no proposal may be withdrawn.

6. Public Record/Confidential or Proprietary Information

All information submitted by a proposer shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which proposer requests exemption from disclosure consistent with Oregon law. If a proposer believes that any portion of its proposal contains any information that is a trade secret under ORS Chapter 192.501(2), or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), the proposer shall complete and submit the Affidavit of Trade Secret (Exhibit A) and a fully redacted version of its proposal. If a proposer fails to identify the portions of its proposal that proposer claims are exempt from disclosure, the proposer has waived any future claim of non-disclosure of that information. Identifying the proposal, in whole, as exempt from disclosure is not acceptable.

The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. Any portion of a proposal that the proposer claims constitute a "trade secret" or is "confidential" must meet the requirements of

ORS 192.501(2) and ORS 192.502(4). The County will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Unless expressly provided otherwise in this RFP or in a separate communication, the County does not agree to withhold from public disclosure any information submitted in confidence by a Proposer unless the information is otherwise exempt under Oregon law.

If the County refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Yamhill County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the County will notify the Proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend and indemnify the County for all costs, expenses and attorney fees that may be imposed on the County as a result of appealing any decision regarding the proposer's records.

7. Schedule of Events and Submittal Requirements

Schedule in 2022

Date of Request: July 27, 2022
Questions due by: 5:00 PM, August 17, 2022
Proposals due: 3:00 PM, August 31, 2022

Proposals due: 3:00 p.m. local time, Wednesday, August 31, 2022, in Yamhill County Information Technology Department, 636 NE 7th Street in McMinnville, Oregon 97128.

Hardcopy submittal

Submit one (1) hardcopy of response in a sealed envelope and mailed to:

Shane Hoffman, IT Manager
Yamhill County
535 NE Fifth Street
McMinnville, OR 97128

Clearly mark the submittal envelope with the title "Yamhill County Website Resign" and vendor's name.

Electronic Submittal

Submit one (1) electronic copy of the proposal (.pdf file preferred) on a USB drive. Include the USB drive within the sealed envelope along with the hardcopy response.

Submittal Information

Submittals not received on or before the specified deadline stated in the Schedule of Events will not be accepted (no exceptions). Proposals submitted in response to this RFP shall be valid for 180 days from the submittal due date. The County reserves the right to request follow-up information or clarification from vendors in consideration. Vendor is responsible to ensure delivery by the date and time included.

Section B: Minimum Requirements

The information in this section represents required functional capabilities necessary to meet the County's goals for a website redesign. The items listed are not all-inclusive, and other items may be recommended or added that would benefit the County. The County's new vendor must be able to provide, at a minimum, the components shown.

1. Website Redesign & Content Management System

Minimum functional requirements must include:

Engagement & Communication

- Alerts & Notifications - Display alerts prominently on website with notifications sent via email and text messaging to subscribers
- Calendar - Update/publish calendars for departments/categories with a main calendar to display all events
- E-Notifications - Electronic subscription, scheduled notifications for email and SMS
- News & Announcements - Post news releases or updates dynamically to relevant pages based on category
- Request Tracking - Citizens can submit requests with automated workflow to correct individual/department with exportable statistics and reports
- Sharing Capability - Links to share content via email and social media on every page
- Website Visitor Profile - Visitors can pick and choose the information that automatically becomes fed to their profile upon site login
- ADA Accessibility - checker/auditor built natively within editor

Document Management

- Agenda Management - Upload existing, create new, categorize, approve, and manage agendas
- Archival of Recurring Documents - Store agendas, minutes, newsletters, and other documents
- Document Storage - Upload/download capability for files up to 1GB, back-end ability to search within published and unpublished documents
- Online Forms - Create unlimited customizable forms, track and export results

- Image Repository - Store images in a central location on website
- Rotating Photos/Banners - Slideshow capabilities

Information & Navigation

- Frequently Asked Questions - Ability to categorize FAQs by department or page
- Directories for Staff - Ability to allow citizens to search for information about staff members
- Facility Management - Listings with maps, filtered search, and reservation capability
- RFP/RFQ/Bid Posting - Allow for easy posting of bids to the site

Administrative Features

- Browser Based Administration - Update, delete and create content from any device with internet access
- Content Scheduling - Set dates for content to automatically publish and expire
- Intranet - Restrict pages by login
- Permissions - Allow system administrators to establish levels of rights for staff to update/manage/access content based upon roles
- WYSIWYG Live Editing - Add, edit, and move content directly on the front end of the site without the need to utilize or be trained in writing HTML or CSS code
- Multilingual Support - Using Google Translate or similar
- Online Payments - Ability to accept secure online transactions
- Printable Pages - Print-friendly function
- Responsive Web Design - Fully mobile responsive design - site adjusts to the screen size of all devices it's being view on, includes forms, calendars, etc.
- RSS Feeds - Registration by Department or Category
- Site Search - Internal site search engine and log of search terms
- Site Statistics - Analytics and site audit reports
- Sitemap & Breadcrumbs - Automatically generated and updated sitemap and breadcrumbs
- Social Media Interface - Display feeds and push to social media accounts

Optional Functionality

- Integration with Active Directory through an IdP such as ADFS 3.0, 4.0 and 5.0, Azure AD and Okta
- ADA accessibility with automated remediation and accommodation processes allowing a WCAG 2.1 or higher certification.
- Fully integrated chatbot using a modern, AI-based answer engine.
- Ability to offer departments their own themed homepage including menu structure, action button options, search priority while within department content (Site within a site)
- Graphically rich newsletter generator that automates delivery to subscription via email/SMS and Social Media accounts.

2. Digitalization System for Processes

Yamhill County is seeking a low-code solution to help digitalize County processes that is scalable for deployment-ready apps, forms, and integrated systems to obtain civic information anytime, anywhere, from any device.

Minimum functional requirements must include:

Development Tools

- Ability to build sophisticated mobile-optimized forms and work-guides
- Allow management of users and access to apps, monitor API health, web app deployments, developer keys, and account usage
- Deployment of forms and work guides as Progressive Work Apps (PWAs)
- Forms must be able to be organized by tags
- Integration of form workflows with corporate IT systems through APIs
- Administer and manage users, apps, and APIs with basic analytics plus PowerBI, Tableau integration
- Match County mobile app or website branding
- Host server-side code to be called from mobile or web front ends
- Pull and populate form option lists by application programming interface (API)

Administrative Features

- Ability to build PWAs and forms with associated content, including work guides or instructions and informational text to help guide end users.
- Built-in integrations for Microsoft Active Directory and Microsoft Power Automate
- Allow easy to customize key app components
- Instantly deploy digital forms as a service, or offline-first, using PWAs
- Provide a secure, PCI-compliant, online payment application

Hosting & Security

- Fully hosted within a cloud environment using an Infrastructure as a Service (IaaS) model
- 99.999% uptime for durability

Optional Functionality

- Integration of forms into any native or web app or link form submissions directly into administrative systems
- Lookups and submissions by API
- SDK access and PDF service
- HPE Content Manager integration
- Webhooks for form submission

3. Project Management & Implementation

The chosen vendor will supply a professional project team to oversee and provide the implementation services needed for a successful implementation of the County's new website. The vendor's project team shall be responsible for developing a comprehensive project management plan to include outlining methods of communication for implementation, supplying a detailed project timeline, and identifying tasks and deliverables for both County staff and vendor's staff.

4. Stakeholder Outreach

The chosen vendor will be required to conduct stakeholder outreach to identify and refine objectives and criteria of website and meet with staff to review and select design and function alternatives for website.

5. Training

The County expects the vendor to provide in-depth, professional training services which will educate County staff on functionality, features, processes, and best practices. After training sessions, County's staff should be confidently prepared to maintain the new website after launch.

6. Continuing Services

The County anticipates an on-going partnership with the chosen vendor after launch of the system, which shall include:

Technical Support & Services

- Technical Support – The vendor shall provide U.S.-based, live technical support, including emergency support after business hours. Technical support shall be available through multiple communication channels, including phone, email, and chat. Self-service training (video tutorials, documents, or webpages) shall be available for County staff to access at any time.
- Maintenance – The vendor shall continually work to enhance and update the systems. This should include, at a minimum, development, testing, backups, and regularly scheduled fixes, patches, and other enhancements.

Hosting & Security

- 99.9% uptime (outside of scheduled maintenance) guaranteed by Service Level Agreement
- U.S.-based, tier II data center with 24/7/365 system monitoring
- Automated software updates and security patches and high-performance SAN with N+2 reliability
- Minimum bandwidth of 22 Gb/s
- Disaster recovery process with a recovery time objective no greater than eight hours and recovery point objective no greater than 24 hours

- Geographically redundant backups
- DDoS mitigation with DDoS advanced security coverage options

Section C: Submittal Format & Requirements

The County will evaluate vendor experience, qualifications, and capabilities for developing and implementing the technology requested in this RFP. The narrative portion and the materials presented in response to this Request for Proposals should be submitted in the same order as outlined and must contain, at a minimum:

1. Executive Summary

- Provide a short overview of how vendor will assist the County in achieving the goals outlined in this RFP

2. Company Profile

- Include an overview of vendor's company, which encompasses a brief company history highlighting your experience working with local governments, the length of time the company has been in business, and the number of current employees
- Name the vendor's main point of contact for the RFP process, including their email address and telephone number
- Describe any differentiators that set vendor and vendor's systems apart from your competitors
- One-source vendors are preferred. If utilizing subcontractors for any portion of the RFP requirements, provide subcontractor company information and key personnel involved

3. Experience

- Provide a minimum of three local government references, and include the following information for each:
 - Client name
 - Website URL
 - Client contact person and title
 - Phone
 - Email address
- Provide a portfolio of 4-6 examples of vendor's website design experience

4. Project Team

- Identify and define vendor's project team roles for implementation
- Include a project team organization chart showing the relationship of each role
- Include resumes at the back of the proposal which reflect education and experience of key staff

5. Features & Functionality

- Provide a brief description of how vendor's solution meets the minimum functional requirements as identified in Section B.1
- Identify any functional requirement vendor's solution cannot provide as described in Section B.1
- Complete and include Functional Requirements table (Exhibit B)

6. Implementation Plan

- Provide a typical phased implementation timeline including major tasks and deliverables
- Provide a description of the vendor's implementation approach including methodology for data migration
- Outline what role the County will play in the implementation of the new website

7. Ongoing Services

- Technical Service & Support
 - Describe vendor's technical support services, including hours of support, methods to access support, and the availability of emergency support
 - Identify any online, self-service training, and support resources available after launch
 - Describe provided maintenance, including system releases, patches, and enhancements
- Hosting & Security
 - Describe proposed hosting and security services that meets the requirements in Section B.4
 - Describe security, backup, and disaster recovery processes

8. Cost Proposal

- Provide a cost proposal that includes a detailed breakdown of the costs for the scope of work and services listed in Section B as well as for the following:
 - One-Time Implementation Services
 - Include specific details and amounts of any content or data migration, training hours, stakeholder outreach, and any included enhancements and functionality to meet the requirements
 - Annual Services
 - Include details on hosting and security, technical support, and maintenance
 - Fees
 - Total first year cost (combined one-time fees and first year annual fees)
 - Annual fees beginning year 2
- Separately list any deviation from the listed scope of work that would significantly affect costs or optional enhancements that vendor believes will benefit the County's project.
- The format for the cost proposal is to be selected by the vendor.

9. Insurance Requirements

- Identify the professional liability coverage that the company carries.

10. Exceptions

- Identify any exceptions to the specifications of this RFP and attachments. Exceptions must reference the relevant section(s) and an alternate solution or substitute language in lieu of such requirement or specification.

Section D: Proposal Contents; Points

1. Functionality (35 Points)

Proposed solution(s) must meet the scope, requirements and needs included herein and be presented in a clear and organized manner.

2. Approach (25 Points)

Bidders will be evaluated on their understanding and methodology for accomplishing the project's objectives and tasks.

3. Value and Cost (15 Points)

Bidders will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project.

4. Experience and Technical (15 Points)

Bidders will be evaluated on their experience as it pertains to the scope of this project. Bidders must provide recent project examples specific to this type of work and descriptions, as well as documentation, of staff technical expertise and experience.

Section E: Evaluation Process and Selection Criteria

1. General

Yamhill County will appoint a committee to evaluate the proposals received in response to this RFP. The evaluation committee will be comprised of Yamhill County staff. The evaluation committee will evaluate and rank proposals in accordance with the evaluation criteria set forth herein. Proposals submitted that do not meet the requirements of this Request for Proposals will not be evaluated and will be returned to the respective proposer. Yamhill County reserves the right to (i) reject any and all proposals if it determines rejection of the proposals is in the best interest of the County and (ii) waive any and all minor informalities.

2. Evaluation Process

- a. The evaluation criteria which will be applied by the evaluation committee are set forth in this subsection. The sum of the points awarded to each proposal will determine the ranking of proposals.
- b. Proposals received prior to closing will be reviewed for responsiveness to all RFP requirements. Additionally, the County may, any time prior to award, reject a proposal found to be not responsive in accordance with ORS 279B.110. In doing so, the County may investigate the proposer and request information in addition to that already required in the RFP, when the County, in its sole discretion, considers it necessary or advisable.
- c. Each member of the evaluation committee will review the proposals from each responsive qualified proposer and complete a scoring sheet that will use the scoring method described in Section D and below. Each criterion will have a maximum score and the evaluation committee members will be instructed to score each proposal on the information provided in the proposal and not as a comparison to other proposals. All scores for each separate proposer will be added together and divided by the number of evaluation committee members to determine the average evaluation score for that proposal. If one proposal scores significantly higher than the others (at least 15 points higher than the next proposal) then the evaluation committee may recommend this proposer directly to the Board or they may recommend interviews. Yamhill County has the right to determine the number of proposers, if any, to interview. All interviewed proposers, if any, shall be asked the same sets of questions and shall be individually scored by each evaluation committee member. Records of final interview questions and scoring methodology and scoring sheets shall be retained in the RFP file.

- d. Final scoring of the interviewed proposers will not take place until final interviews have taken place. Following final scoring, the scoring sheet from each member of the evaluation committee will be totaled. All scores for each proposer will be added together and divided by the number of evaluation committee members to determine the average evaluation score. The highest scoring proposer as recommended by the evaluation committee to the Board will be invited to enter contract negotiations with Yamhill County. If contract negotiations do not result in a contract acceptable to both parties, Yamhill County will invite the second ranked proposer to enter contract negotiations. If negotiations are not successful, Yamhill County will negotiate with the third, etc. until negotiations are successful with a proposer or the solicitation is canceled.

Section F: Protests

- A protest must be submitted in writing to the Board and shall state the basis for the protest and the course of action that the protesting party desires the Board take. A protest based upon restrictive specifications or other provisions of the Request for Proposal must be received by the Board not later than seven (7) business days prior to the date set for receipt of proposals. A protest based upon any other grounds must be received by the Board not later than seven (7) business days after the date the Board provides notice of highest scoring proposer, or within seven (7) business days after the time the protesting party first became aware of, or reasonably should have become aware of the notice, whichever is sooner.
- If the protest does not meet these requirements, the Board may, at the Board's option, reject the protest or allow the protesting party a reasonable time to correct the deficiencies in the protest documentation. Yamhill County shall not be obligated to postpone a contract award in order to allow a proposer to correct a deficient protest, unless otherwise required by law. Upon receipt of a properly submitted protest, the Board shall review the protest and provide a written decision to the protesting party.
- Yamhill County shall not be obligated to postpone selection of a proposer pending resolution of a protest, unless otherwise required by law.

Section G: Rejection of RFP Proposals

1. Rejection; Investigation

Yamhill County reserves the right to reject any and all proposals if it determines rejection of the proposals is in the best interest of the County. In addition, Yamhill County may conduct its own independent evaluation of persons or entities listed in a proposal to verify that the proposer is qualified to provide services for this project. A proposer shall provide all requested information as requested by

the County to verify that it can complete this project. Failure to provide the requested information shall be grounds for disqualification.

2. Examples of Grounds for Rejection

The following listed grounds are examples of grounds for which the County may elect to reject a proposal. The list is not exclusive:

- The proposal is conditioned in whole or in part upon the addition, revision, or deletion of any requirement or provision in any part of the Request for Proposal.
- The proposal does not provide the experiences needed.
- The proposer does not have experience necessary to qualify as an agent of record.
- The proposer does not have key personnel available of sufficient experience to perform the contract.
- The proposer has breached contractual obligations to public or private contracting agencies.

Section H: Cancellation

Yamhill County reserves the right to decline to select a proposer if the County deems it in its best interest to do so. Yamhill County may cancel this RFP or reject any or all proposals in accordance with ORS 279B.100. In no event shall Yamhill County have any liability for refusal to select a proposer. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation and submission of their proposal.

Section I: Notice of Intent to Award

1. Award Consideration.

The County, if it awards a contract, shall award a contract to the highest ranking "Responsive" and "Responsible" proposer(s) based upon the scoring methodology and process described herein. The County may award less than the full scope defined in this RFP.

2. Intent-To-Award Announcement.

The County will notify all proposers in writing that the County intends to award a contract to the selected proposer(s) subject to successful negotiation of any negotiable provisions. The County reserves the right to announce its Intent-to-Award Announcement by letter, email, or fax. The Intent-to-Award Announcement shall serve as notice to all proposers that the County intends to make an award.

Section J: Contract Requirements

1. Indemnification

Proposers shall indemnify and hold harmless Yamhill County and each of its officers, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the subject work and created by any act or error of a vendor, subcontractor or anyone directly or indirectly employed by the proposer; provided, however, that nothing herewith shall be constructed to require indemnification of Yamhill County for liability attributable to the County's sole negligence.

2. Non-Discrimination

All proposers will recruit, select, train, promote, transfer and release its personnel, as contemplated here under, without regard to any protected class, e.g. race, color, religion, national origin, disability, age or sex (except where the class is a bona fide occupational qualification). Further, proposers will administer its other personnel policies such as compensation, benefits, layoff, returns from layoff, company sponsored training, education, and tuition assistance without regard to any protected class.

By submitting a proposal hereunder, proposer certifies that they have not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a disadvantaged business enterprise, a minority owned business, a woman-owned business, a business a service-disabled veteran owns or an emerging small business in awarding a subcontract.

3. Compliance with Tax Laws

By submitting a proposal, proposer certifies compliance with the tax laws of the State of Oregon or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318.

Section K: Contract

In addition to the contractual requirements detailed in Section I, the remaining contract terms and conditions shall be negotiated with the successful proposer once they have been selected and contract negotiations are underway. Final contract language will be determined by mutual consent.

(END OF RFP)

EXHIBIT B: Function Requirements Table

Number	Feature	Offered by Vendor (Indicate: Yes/No)	Vendor Comment
1	Manage and upload meeting agendas		
2	Intuitive and audience-based navigation		
3	Automatic expirations that allow content to expire from the public view		
4	Automatic and dynamic breadcrumbs		
5	Browser-based administration that allows users to update, delete, and create pages		
6	Calendar feature with unlimited categories that allow for multiple display options and resident subscriptions, including a downloadable ical file		
7	"Contact Us" form and features		
8	Cascading Style Sheet (CSS) which allows for customizable templates		
9	Self-serve citizen request tracking		
10	Department home pages		
11	Document repository to upload, store, and retrieve documents in PDF and Word format		
12	A site-wide emergency notification tool		
13	Frequently Asked Questions (FAQ) tool with dynamic content		
14	Site traffic information with analytics and site audit reports		
15	Ability to track changes made to the website with a reviewable history log		
16	Multiple levels of user roles and permissions		
17	Ability to place links throughout the site		

18	Intranet/Extranet that provide for user-restricted pages		
19	Ability to translate to other languages with a multi-lingual tool		
20	A dynamic tool to showcase news & announcements		
21	Provide sign-up opportunities for citizens to subscribe to various lists for fast and simple communication about topics that interest them		
22	Access to customizable, fillable forms with the ability to track submissions		
23	Image Center to hold images and dynamically showcase them throughout the site		
24	Print-friendly pages		
25	Ability to create friendly URL redirects		
26	Rotating Photos/Banner Ads		
27	Ability to have RSS feeds of site content		
28	A powerful internal site search with filtering options and predictive search to enable citizens to find exactly what they need		
29	Site indexing for searchable page titles, keywords, descriptions, page and module content and machine readable documents		
30	Scalable interface with Facebook, Twitter, and other social media sites		
31	Staff Directory with the ability to show staff information dynamically throughout the site		
32	Ability to play videos		
33	Create and dispatch online surveys with the ability to monitor and analyze results		
34	Compliant with ADAWCAG accessibility guidelines		
35	24/7 technical support available through multiple contact channels		

36	<p>Security and Hosting</p> <p>a. Burst bandwidth capacity</p> <p>b. Disaster Recovery and Mitigation Plans</p> <p>c. How and what security protocols are implemented</p>		
37	<p>OPTIONAL: Video on-demand hosting and streaming service</p>		
38	<p>OPTIONAL: Ability to create newsletters for citizens to subscribe to</p>		

EXHIBIT B: Function Requirements Table

Number	Feature	Offered by Vendor (Indicate: Yes/No)	Vendor Comment
1	Manage and upload meeting agendas		
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6	Calendar feature with unlimited categories that allow for multiple display options and resident subscriptions, including a downloadable ical file		
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8	Cascading Style Sheet (CSS) which allows for customizable templates		
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13	Frequently Asked Questions (FAQ) tool with dynamic content		
14	Site traffic information with analytics and site audit reports		
15	Ability to track changes made to the website with a reviewable history log		
16	Multiple levels of user roles and permissions		
17	Ability to place links throughout the site		

18	Intranet/Extranet that provide for user-restricted pages		
19	Ability to translate to other languages with a multi-lingual tool		
20	A dynamic tool to showcase news & announcements		
21	Provide sign-up opportunities for citizens to subscribe to various lists for fast and simple communication about topics that interest them		
22	Access to customizable, fillable forms with the ability to track submissions		
23	Image Center to hold images and dynamically showcase them throughout the site		
24	Print-friendly pages		
25	Ability to create friendly URL redirects		
26	Rotating Photos/Banner Ads		
27	Ability to have RSS feeds of site content		
28	A powerful internal site search with filtering options and predictive search to enable citizens to find exactly what they need		
29	Site indexing for searchable page titles, keywords, descriptions, page and module content and machine readable documents		
30	Scalable interface with Facebook, Twitter, and other social media sites		
31	Staff Directory with the ability to show staff information dynamically throughout the site		
32	Ability to play videos		
33	Create and dispatch online surveys with the ability to monitor and analyze results		
34	Compliant with ADAWCAG accessibility guidelines		
35	24/7 technical support available through multiple contact channels		

36	<p>Security and Hosting</p> <ul style="list-style-type: none"> a. Burst bandwidth capacity b. Disaster Recovery and Mitigation Plans c. How and what security protocols are implemented 		
37	<p>OPTIONAL: Video on-demand hosting and streaming service</p>		
38	<p>OPTIONAL: Ability to create newsletters for citizens to subscribe to</p>		

EXHIBIT C



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:

Q-27930-1

Date:

8/5/2022 2:17 PM

Expires On:

5/31/2023

Client:

YAMHILL COUNTY, OREGON

Bill To:

YAMHILL COUNTY, OREGON

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Solomon Grover	x7852224856	grover@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Premium Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors; follows main site layout.	
1.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee - Intranet	Renewable
1.00	Premium Department Header Implementation - CivicEngage	Premium Department Header Implementation - Intranet	One-time
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup (https://www.co.yamhill.or.us/)	One-time
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee (https://www.co.yamhill.or.us/)	Renewable
1.00	Premium Implementation - CivicEngage	Premium Implementation	One-time
1.00	48 Month Redesign Premium Annual - CivicEngage Central	4yr Redesign Premium Annual - CivicEngage Central	Renewable
1,010.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
6.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time
1.00	CivicEngage Custom IdP Integration Package	Custom IdP Integration Package Custom IdP Integration Annual Fee Custom IdP Integration Implementation Fee	Renewable
1.00	CivicEngage Custom IdP Integration Annual Fee	Custom IdP Integration Annual Fee	Renewable
1.00	CivicEngage Custom IdP Integration Implementation Fee	Custom IdP Integration Implementation Fee	One-time

List Price - Year 1 Total	USD 85,841.00
Total Investment - Year 1	USD 59,069.60
Annual Recurring Services - Year 2	USD 13,213.20

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced upon signing of this SOW.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
6. If a Recurring Redesign line item is included with the Client's quote in this SOW, starting after a period of months (36, 48, or 60 months as determined by the number of years in the redesign line item on this SOW) of continuous service under this SOW (the "Redesign Term"), Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after continuous service during the Redesign Term. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after continuous service during a subsequent Redesign Term. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any

subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.

7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	URL	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact	E-Mail	
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
Are you utilizing any external funding for your project (ex. FEMA, CARES):		
Y [] or N []		
Please list all external sources:		
Contract Contact	Email	
Phone	Ext.	Fax
Project Contact	Email	
Phone	Ext.	Fax