

Contract #372

Clerk's Contract and Agreement Cover Page

Year: 2007

Legistar File ID#: 2007-0532

Multi Year:

Amount \$41,450.00

Contract Type:

Services

Contractor's Name:

Icon Enterprises dba Civic Plus

Contractor's AKA:

Execution Date:

9/13/2007

Termination Date:

9/30/2008

Renewal Date:

Department:

Administration/MIS

Originating Person:

Mary Klinger

Contract Description: Website Design for the VOP



Friday, September 14, 2007

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100

September 14, 2007

Ms. April Hamilton, M.B.A.
Icon Enterprises, Inc., dba CivicPlus
317 Houston St., Suite E
Manhattan, Kansas 66502

RE: *NOTICE TO PROCEED*
Website Content Management System & Redevelopment Project

Dear Ms. Hamilton:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of September 12, 2007.

Please contact Mary Klinger at 708-403-6190 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated September 13, 2007 in an amount not to exceed Forty-One Thousand Four Hundred Fifty and No/100 (\$41,450.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Contract Administrator

cc: Mary Klinger
Judy Konow



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

**VILLAGE OF ORLAND PARK
(Contract for Services)**

This Contract is made this 13th day of September, 2007 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Icon Enterprises, Inc., d/b/a/ CivicPlus (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Request for Proposals
- The Instructions to Proposers
- This Contract
- The Terms and Conditions
- The Proposal dated July 20, 2007 as it is responsive to the VILLAGE'S RFP requirements
- All Certifications required by the Village
- Certificates of Insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Content Management System, website design and implementation services, hosting, training and support.

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

CMS Software Cost	\$ 4,000
Website Design Services Cost	\$ 3,500
Installation Services Cost	\$ 4,000
Training Services Cost	\$10,500
Hosting Services Cost	\$ 1,800
Project Management Cost	\$ 5,500
12 months Maintenance Cost	<u>\$ 7,200</u>
Subtotal	\$36,500
Site Within a Site Cost	\$ 3,000
People Spotlight Module Cost	\$ 1,200
Intranet Module Cost	<u>\$ 750</u>
TOTAL	<u>\$41,450</u>

TOTAL: Forty One Thousand Four Hundred Fifty and No/100 (\$ 41,450.00) Dollars.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously for 6 months from that date or until final completion. This Contract shall terminate upon completion of the WORK or one year, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice.

The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:
Denise Domalewski
Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:
April Hamilton, M.B.A.
Director of Sales
Icon Enterprises, Inc., dba CivicPlus
317 Houston St., Suite E
Manhattan, Kansas 66502
Telephone: 888-228-2233 ext 251
Facsimile: 785-587-8951
e-mail: hamilton@civicplus.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 13: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

By: _____

Print Name: _____

Its: _____

Date: _____


Robert J. Zales Jr.
Village Manager
9-13-07

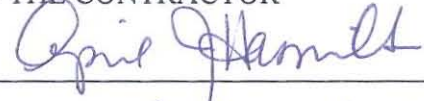
FOR: THE CONTRACTOR

By: _____

Print Name: _____

Its: _____

Date: _____


April J. Hamilton
Director of Sales
9/5/7

FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL

Initial here if faxing

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of incorporation:
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

CivicPlus (Corporate Seal)
Business Name

April J. Hamilton April J. Hamilton
Signature Print or type name

Director of Sales 9/5/17
Title Date

Disclosure of CivicPlus' officers and principles

CivicPlus is a division of Icon Enterprises Inc. Icon Enterprises Inc., dba Networks Plus and CivicPlus, was founded in 1994 and incorporated in Kansas in 1998. Icon Enterprises Inc is authorized to do business in Illinois.

Tony Gagnon, President/Co-Owner
317 Houston Suite E
Manhattan, KS 66502

Ward Morgan, CEO/Co-Owner
317 Houston Suite E
Manhattan, KS 66502

Laura Munsch, Officer/Vice President of Sales
317 Houston Suite E
Manhattan, KS 66502



Proposal For:

Village of Orland Park

Website Content Management System

July 20, 2007

Developed By:

April Hamilton, M.B.A.

Director of Sales

hamilton@civicplus.com

Icon Enterprises, Inc., dba CivicPlus

317 Houston St. Suite E

Manhattan, KS 66502

1-888-228-2233 ext. 251

Cell: 1-785-341-0456

Fax: 1-785-587-8951

www.civicplus.com

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Chapter 1: Proposal Summary

Thank you for the opportunity to bid on the Website Content Management System RFP for the Village of Orland Park. We are excited to share our service opportunities for this project as we believe our time-proven methodologies and wide breadth of experience with municipalities will serve the Village of Orland Park extremely well, gaining the trust and respect of your citizenry for the Village Offices. Here in is a copy of our proposal for this prestigious project.

Serving municipalities for over a decade, CivicPlus would like to introduce its wide range of communication services to include the Website Management System (also known as a Content Management System) for this project. You will see why clients such as Chino Hills, California (2007 CAPIO Website Award of Excellence Recipient), Frederick County, Maryland (Digital County Award Recipient), Woburn, Massachusetts (Massachusetts Website Award Recipient) and hundreds of others have chosen CivicPlus as their partner in enhancing citizen communications and redeveloping their websites.

With nearly 300 clients nationwide, our system offers capabilities that exceed many limited content management system on the market today. Daily processes like Content Updates, Calendar Updates, Sending E-mail notices to subscribers, Job Posting, Bid Posting are simplified. Non-technical staff members have the ability to keep your website current while maintaining a professional image on the Internet.

We are confident that you will find that CivicPlus is a flexible and easy service to use to manage your website. Nearly 300 other municipalities have choose CivicPlus because:

- ✓ **You Work with Experienced Professionals.** Serving clients for over 12 years, your website will be produced by a team of experienced designers, programmers, content developers and project managers.
- ✓ **Your Website Is Custom Designed for You.** Reflecting the uniqueness of your community, our professional graphic design team will work with your staff to create an award winning site with your community's communication goals and objectives at the forefront of the creative process.
- ✓ **Your Website Is Custom Programmed for You.** Guiding and helping you every step of the way our team of trained government experts will always be there for you. Source code of the website will be provided to you upon launching the site.
- ✓ **You Control the Cost.** We understand that meeting your fiscal obligations and being a good steward of available resources is vital to your administration's success. Our proven system uses a modular design that allows you to choose the features and applications (which we refer to as modules) to meet your needs. This is not a "cookie cutter approach", as any of the base modules are customizable along with custom programming if so desired.
- ✓ **You Are Never Alone.** Providing unlimited 24-hour support, CivicPlus is responsive, friendly and always there for you. Most requests are handled and resolved within an hour. In addition to our 24-hour a day service, we provide: Monthly newsletters, Support website with manuals and resources and an Annual Website Management Conference dedicated to municipal communication needs, trends and rapidly growing technology.

- ✓ **You Aren't Surprised by Costly Software Updates.** Continually striving to meet the needs of municipalities and keep cost manageable we have created an "ultimate service plan option" to avoid cost confusion while providing cutting edge applications, features and modules to ensure your site stays at the forefront of Internet communication.
- ✓ **You Avoid RISK.** To ensure minimal risk to your organization, we provide a **LIFETIME WARRANTY.**

Enclosed, please find our proposal for the Website Content Management System RFP for the Village of Orland Park, IL.

Through out the proposal CivicPlus will continue to show you how to gain the trust and respect of your citizens while reducing your staff workload and easing the Village's budget. Your website visitors including residents, businesses, tourists and others will be able to quickly find information in a myriad of ways that they understand, fostering a renewed relationship with the Village as the site saves them time while allowing them access to Village offices from any where, at any time.

I welcome an opportunity to discuss our services and this proposal further.



April Hamilton, M.B.A.
Director of Sales

Company and Contact Information

Primary Point of Contact: April Hamilton – Director of Sales
hamilton@civicplus.com
888-228-2233 ext. 251
Cell: 785-341-0456

Name of Co-Owners: Tony Gagnon – President
Ward Morgan – CEO

Legal Name: Icon Enterprises, Inc. d/b/a CivicPlus

Primary Company Office: 317 Houston Street, Suite E
Manhattan, KS 66502
888-228-2233
Fax: 785-587-8951

Additional Office Locations: 3003 SW Van Buren
Topeka, KS 66611

753 N. 12th
Salina, KS 67401

Chapter 2: Profile of the Proposing Firm

History of CivicPlus

At CivicPlus, we consider it a privilege to partner with municipalities to provide the individuals, families and organizations of your community a website that serves as a primary, interactive communication tool. Since our inception, CivicPlus has been capturing the passion our clients have for their organization with quality, cutting-edge websites.

CivicPlus is a division of Icon Enterprises, Inc. Operating under the divisional names of Networks Plus and CivicPlus, incorporated in Kansas in 1998, began providing technical related services in 1994.

In the beginning, four cities wanted a progressive way to maintain their websites without the burden of having to employ a continual webmaster. The cities wanted a system that would allow routine maintenance and changes to be implemented by city staff. After close consultation with these initial four cities, an innovative tool that automated the process of updating their website content was developed.

Today, under the leadership of its founders, Tony Gagnon and Ward Morgan, CivicPlus employs over 50 staff members and continues to implement new technologies and services to help maintain the highest standards of excellence and efficiency. Our commitment to setting the standard in website management and government communication has been instrumental in making CivicPlus a leader in web design, programming, hosting and serving the communication market via the development of websites.

Financials

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Networks Plus
Balance Sheet
December 31, 2006

ASSETS

Current Assets		
Checking Account	\$	4,015.20
Petty Cash		479.57
Accounts Receivable		637,144.28
Inventory - Stock & Client		27,219.50
Prepaid Expenses		<u>2,484.03</u>
Total Current Assets	\$	671,343.48
Property and Equipment		
Fixed Assets	\$	658,628.73
Accumulated Depreciation		<u>(410,553.02)</u>
Total Property and Equipment		248,075.71
Other Assets		
Goodwill	\$	31,868.68
Accumulated Amortization		(19,121.40)
Research and Development		775,817.31
Accumulated Amortization		(170,923.48)
Investment in NWP-LLC		<u>66,303.54</u>
Total Other Assets		<u>683,944.65</u>
Total Assets	\$	<u><u>1,603,363.84</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	179,154.17
Notes Payable		281,440.34
Payroll Taxes Payable		9,478.25
Sales Tax Payable		17,741.16
Prepaid Client Work		29,941.69
Prepay-CP Client Work		316,606.63
Accrued Salary/Bonus Payable		108,840.10
Deferred Bonuses Payable		6,198.66
Accrued Cafeteria Plan Payable		11,201.66
Accrued Aflac		507.36
Accrued Case Command Support		<u>5,075.33</u>
Total Current Liabilities	\$	967,085.35
Long-Term Liabilities		
Note Payable - Icon Investment	\$	31,000.00
Note Payable - Anthony Gagnon		<u>114,104.00</u>
Total Long-Term Liabilities		145,104.00
Total Liabilities		
Capital		
Capital Stock - Issued	\$	209,769.00
Retained Earnings		235,327.81
Net Income		<u>46,077.68</u>
Total Capital		<u>491,174.49</u>
Total Liabilities & Capital	\$	<u><u>1,603,363.84</u></u>

Unaudited - For Management Purposes Only

Networks Plus.
Income Statement
For the Year Ending December 31, 2006

	Total
Revenues	
Fees	\$ 3,002,362.06
Fees	18,997.16
Fee - Civic Plus	<u>1,588,862.36</u>
Total Revenues	<u>4,610,221.58</u>
Cost of Goods Sold	
COGS - Hardware/Software	<u>1,649,351.35</u>
Total Cost of Goods Sold	<u>1,649,351.35</u>
Gross Profit	<u>2,960,870.23</u>
Operating Expenses	
Advertising	85,855.34
Contributions-Admin	3,500.00
Depreciation	93,913.08
Amortization Expense	2,124.60
Dues & Subscriptions	6,445.13
Insurance	90,680.44
401(k) Employer Expense	30,197.43
Interest Expense	28,119.76
Outside Services	114,054.17
Postage & Delivery	15,047.46
Rent Expense	68,442.66
Repairs & Maintenance - Admin	7,220.00
Software Expense-Sales	124.00
Supplies	114,191.67
Property Taxes-Admin	3,338.90
Communications	132,827.53
Training	18,611.03
Travel	138,129.05
Meals	8,179.11
Billable Reimbursements	(19,998.68)
Utilities	23,516.91
Accounting/Legal	14,392.75
Wages	1,239,066.43
Commissions & Bonus	280,736.30
Officer Salaries	250,000.08
Payroll Taxes	149,742.21
Miscellaneous Expense	<u>16,335.19</u>
Total Expenses	<u>2,914,792.55</u>
Net Income for the Year	\$ 46,077.68

Unaudited
For Management Purposes Only

Networks Plus
Office Income Statement
For the Month Ending December 31, 2005

Revenues	
Fees	\$ 2,166,717.09
Fees	22,976.12
Fee - Civic Plus	463,389.87
Civic Plus -Onc Time Fee	<u>385,391.25</u>
Total Revenues	\$ <u>3,038,474.33</u>
Cost of Goods Sold	
COGS - Hardware/Software	<u>1,058,163.97</u>
Total Cost of Goods Sold	\$ <u>1,058,163.97</u>
Gross Profit	\$ <u>1,980,310.36</u>
Operating Expenses	
Advertising	\$ 36,075.24
Contributions-Admin	3,250.00
Depreciation	62,018.50
Amortization Expense	48,845.76
Dues & Subscriptions	3,057.86
Insurance	69,487.75
401(k) Employer Expense	22,412.12
Interest Expense	27,804.17
Outside Services	49,343.25
Postage & Delivery	12,029.91
Rent Expense	64,856.00
Repairs & Maintenance - Admin	8,144.72
Supplies	43,420.07
Property Taxes-Admin	3,815.44
Communications	104,377.50
Training	3,527.98
Travel	82,500.70
Meals	4,444.12
Billable Reimbursements	(17,109.21)
Utilities	17,772.56
Accounting/Legal	9,508.45
Wages	762,900.66
Commissions & Bonus	130,264.25
Officer Salaries	250,000.08
Payroll Taxes	103,249.95
Miscellaneous Expense	<u>29,786.33</u>
Total Expenses	\$ <u>1,935,784.16</u>
Net Income	\$ <u><u>44,526.20</u></u>

**Networks Plus
Balance Sheet
December 31, 2004**

ASSETS

Current Assets			
Checking Account	\$	10,919.83	
Party Cash		799.39	
Accounts Receivable		329,792.26	
Inventory - Stock & Client		35,468.21	
Prepaid Expenses		590.61	
		<u> </u>	
Total Current Assets	\$		377,570.30
Property and Equipment			
Fixed Assets	\$	468,524.64	
Accumulated Depreciation		<u>(323,734.59)</u>	
			144,790.05
Total Property and Equipment			
Other Assets			
Goodwill	\$	31,868.68	
Accumulated Amortization		<u>(14,872.20)</u>	
Research and Development		700,817.31	
Accumulated Amortization		<u>(123,902.32)</u>	
Investment in NWP-LLC		58,551.66	
		<u> </u>	652,463.13
Total Other Assets			
Total Assets	\$		<u>1,174,823.48</u>

LIABILITIES AND CAPITAL

Current Liabilities			
Accounts Payable	\$	83,471.38	
Notes Payable		146,174.99	
Payroll Taxes Payable		3,994.54	
Sales Tax Payable		11,139.99	
Prepaid Client Work		35,806.67	
Prepay-CP Client Work		76,164.15	
Accrued Salary/Bonus Payable		58,090.31	
Accrued Cafeteria Plan Payable		14,039.43	
Accrued Case Command Support		<u>6,561.18</u>	
			435,442.64
Total Current Liabilities	\$		
Long-Term Liabilities			
Note Payable - Ienn Investment	\$	71,000.00	
Note Payable - Anthony Gagnon		<u>223,000.00</u>	
			294,000.00
Total Long-Term Liabilities			
Total Liabilities			
Capital			
Capital Stock - Issued	\$	214,873.00	
Retained Earnings		108,706.03	
Net Income		<u>121,801.81</u>	
			445,380.84
Total Capital			
Total Liabilities & Capital	\$		<u>1,174,823.48</u>

Unaudited - For Management Purposes Only

8
Networks Plus.
Office Income Statement
For the Month Ending December 31, 2004

<hr/>		
Revenues		
Fees	\$	2,198,864.13
Fees		28,990.78
Fee - Civic Plus		343,868.50
Civic Plus -One Time Fcc		276,407.54
Total Revenues	\$	<u>2,848,130.95</u>
Cost of Goods Sold		
COGS - Hardware/Software	\$	1,014,624.15
Total Cost of Goods Sold	\$	<u>1,014,624.15</u>
Gross Profit		1,833,506.80
Operating Expenses	\$	35,204.64
Advertising		529.49
Service Charge		2,291.25
Contributions-Admin		59,444.12
Depreciation		48,846.14
Amortization Expense		4,167.69
Dues & Subscriptions		71,133.53
Insurance		19,473.56
401(k) Employer Expense		27,180.04
Interest Expense		33,815.99
Outside Services		6,524.89
Postage & Delivery		70,351.50
Rent Expense		10,783.44
Repairs & Maintenance - Admin		38,367.09
Supplies		3,336.90
Property Taxes-Admin		61,997.61
Communications		3,535.12
Training		52,101.66
Travel		4,181.84
Meals		(19,533.02)
Billable Reimbursements		16,827.01
Utilities		6,166.85
Accounting/Legal		724,239.42
Wages		122,486.60
Commissions & Bonus		207,033.09
Officer Salaries		90,399.60
Payroll Taxes		10,818.94
Miscellaneous Expense		
Total Expenses		<u>1,711,704.99</u>
Net Income for the Year	\$	<u>121,801.81</u>

Unaudited - For Management Purposes Only

Chapter 3: Qualifications of the Firm

Unleashing Your Website's Communication Power

Introduction

After working with organizations for 12 years, the consultants at CivicPlus have an intimate understanding of the importance of a strong web presence in serving any community. Through our experience and ongoing research on web standards and communication, we have developed the *Three Essential Factors of Effective Government Websites*. These factors drive the creation of successful, award winning websites through our consultation services, design, development, training, maintenance, and hosting services.

Three Essential Factors of Effective Government Websites

1. Engaging and Easy to Navigate

The presence of a graphically pleasing website is an essential factor in reflecting a credible and professional image for any organization. The design and format of websites set the overall impression site visitors have of the organization. Therefore good design, clean navigation, and thoughtful page layout will guarantee that visitors leave with not only the information they seek, but also a positive impression of the organization.

2. Interactive Functionality

Since websites are such an important communication resource, it is essential that they are engaging and provide opportunities for two-way communication. An effective website is more than an informational brochure, it should also enhance the interaction and communication with the organization's community.

3. Relevant and Timely

Websites serving municipalities, education communities, and associations have the obligation to provide useful and relevant information to thousands of community members daily. Because of this fact, a website must be dynamic, yet easy to update in order to assure the communication of up-to-date information to its visitors. Providing pertinent information that is readily accessible at anytime will serve as a timesaver and a convenience for site visitors and staff members alike.

Transformation into a Communication Resource

Applying the factors above transforms a website into a valuable communication resource. This transformation is obtained through collaboration with the industry experts to provide design, programming, consultative and technological resources that will ensure that maintaining an effective website is easy.

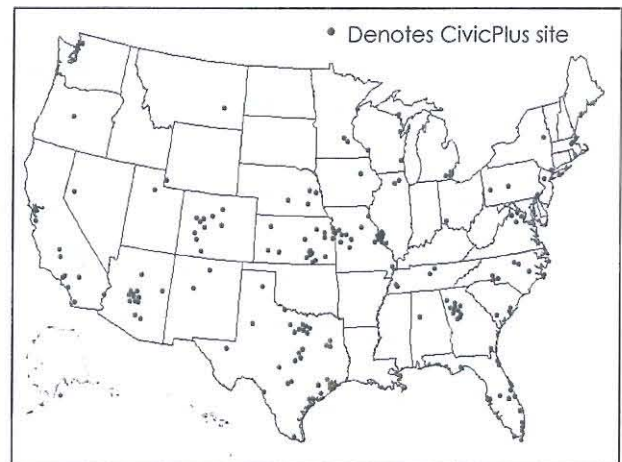
The criteria above serve as a constant reference throughout all phases of any CivicPlus web project. We continually research web standards, principles, and trends in order to develop effective websites. Furthermore, our strategy is to share our knowledge with our clients — we want our clients to be equipped with the necessary skills to continue to maintain an effective website and powerful communication resource.

What Can You Expect When Partnering With CivicPlus?

Award-Winning Expertise in Government Communication

CivicPlus has been partnering with municipalities for the last 12 years and currently serves over 250 clients nationwide. The map to the right shows our current community. Unique, customized websites that meet needs of our diverse clients and their users are always the result of a partnership with CivicPlus. In fact, our commitment to providing the highest quality consultation, design and functionality has meant our websites have been the recipients of the most prestigious awards in the industry:

- CAPIO 2007 Award of Excellence: Chino Hills, CA
- CAPIO 2007 Award of Merit: Richmond, CA
- TSPRA 2006 Gold Star Award: Texas City, TX ISD
- Common Cause of Massachusetts 2007 E-Government Award: Woburn, MA
- 5 "A" Ratings in a survey of government websites conducted by NPRC
- Top NPRC Rating for New Mexico, 50,000 to 250,000 Category: Rio Rancho, NM
- 1st Place 2007 Digital County Survey Award: Frederick County, MD



Exceptional Value

We have invested over 2 million dollars in the development of the CivicPlus service and continue to invest in enhancements and new features. As a result of evolving client needs, redevelopment is ongoing - which means you receive over \$250,000 in upgrades and enhancements each year at **no additional cost**.

"The CivicPlus product is user-friendly for those not IT oriented and the **constant roll-out of new features** has exceeded our expectations!"

— Lisa Kinsley-White, Charleston County PRC

Reliable Products and Services

The presence of a quality website is an essential factor in reflecting a credible and professional image for any organization. Creating a website that meets the *Three Factors of Effective Government Websites* require:

- Custom Graphic Design
- Intuitive Navigation and Page Layout
- Interactive Functionality
- Effortless Content Management
- Reliable Training and Support

"CivicPlus has made website development **intuitive and easy** for non-web designers. The products available to cities make providing information to our citizens efficient and easy."

— Sammi Cureless, Avondale, AZ

Using our expertise, our team will collaborate with your staff to create a website that is visually engaging, intuitive to use, and reflective of the uniqueness of your community.

Ongoing Support and Consultation

When you select CivicPlus as your website management partner, you will receive ongoing maintenance, support, and hosting services for the duration of your contract. Our clients are reassured by our proven commitment to customer service and ongoing consultation exhibited by the following services:

- Around-the-Clock Technical Support
- Automatic CivicPlus Software and Module Updates
- Continued Communication & Consultation:
 - Monthly e-Newsletters
 - Annual Web Usability Conference
 - Annual Site Review

Client List

We take pride in developing ongoing relationships with our clients resulting in a strong coalition of shared resources. Benefiting from each others' ideas and evolving visitor needs, CivicPlus clients reap tremendous value from feature upgrades and new products.

City Clients

Alabama

Tuscaloosa (Population 78,000) www.ci.tuscaloosa.al.us

Alaska

Kodiak Island Borough (Population 14,000) www.kodiakak.us

Arizona

Avondale (Population 36,000) www.avondale.org
 Buckeye (Population 8,500) www.buckeyeaz.gov
 Cave Creek (Population 4,000)..... www.cavecreek.org
 Coolidge (Population 8,000) www.coolidgeaz.com
 El Mirage (Population 8,000) www.cityofelmirage.org
 Flagstaff (Population 59,500) www.flagstaff.az.gov
 Goodyear (Population 33,000)..... www.goodyearaz.gov
 Litchfield Park (Population 4,000) Under Development
 Marana (Population 14,000)..... www.marana.com
 St. Johns (Population 3,500) www.sjaz.us
 Surprise (Population 31,000)..... www.surpriseaz.com
 Tolleson (Population 5,000) www.tollesonaz.org
 Wickenburg (Population 5,500) www.ci.wickenburg.az.us

British Columbia, Canada

Creston (Population 5,000)..... Under Development

California

Banning (Population 24,500)..... www.ci.banning.ca.us
 Beaumont (Population 21,000) Under Development
 Blythe (Population 21,000) www.cityofblythe.ca.gov
 Chino Hills (Population 78,000) www.chinohills.org
 Coachella (Population 24,000) Under Development
 Delano (Population 40,500) Under Development
 Grand Terrace (Population 12,000) Under Development
 Huntington Park (Population 64,000)..... www.huntingtonpark.org
 Laguna Niguel (Population 62,000) www.ci.laguna-niguel.ca.us
 La Mesa (Population 56,000)..... Under Development
 Lemon Grove (Population 25,500)..... www.ci.lemon-grove.ca.us
 Los Gatos (Population 29,500)..... www.losgatosca.gov
 Pismo Beach (Population 9,000)..... Under Development

California Continued

Richmond (Population 102,000).....	www.ci.richmond.ca.us
Shafter (Population 13,500).....	www.shafter.com

Colorado

Avon (Population 6,000).....	Under Development
Eagle (Population 3,500).....	www.townofeagle.org
Greenwood Village (Population 11,500).....	www.greenwoodvillage.com
Gypsum (Population 4,000).....	www.townofgypsum.com
Johnstown (Population 3,500).....	www.townofjohnstown.com
Lone Tree (Population 5,000).....	www.cityoflonetree.com
Mountain Village (Population 1,000).....	www.mountain-village.co.us
New Castle (Population 2,000).....	www.newcastlecolorado.org
Orchard City (Population 3,000).....	www.orchardcityco.org
Rifle (Population 7,000).....	Under Development
Winter Park (Population 1,000).....	Under Development

Delaware

Newark (Population 29,000).....	www.cityofnewarkde.us
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Florida

Atlantic Beach (Population 15,000).....	www.coab.us
Carrabelle (Population 1,300).....	www.mycarrabelle.com
Casselberry (Population 24,000).....	Under Development
Cocoa (Population 18,000).....	www.cocoafl.org
Dania Beach (Population 20,500).....	www.ci.dania-beach.fl.us
Deerfield Beach (Population 65,000).....	www.deerfield-beach.com
Fernandina Beach (Population 11,000).....	Under Development
Hallandale Beach (Population 34,500).....	www.hallandalebeach.org
Inverness (Population 7,000).....	Under Development
Jacksonville Beach, FL (Population 21,000).....	Under Development
Marathon (Population 10,500).....	www.marathonflorida.org
Polk City (Population 2,100).....	www.mypolkcity.org
Safety Harbor (Population 17,500).....	www.cityofsafetyharbor.com
St. Cloud (Population 20,500).....	www.stcloud.org
Tequesta (Population 5,500).....	www.tequesta.org
West Melbourne (Population 10,000).....	www.westmelbourne.org

Georgia

Cartersville (Population 16,000).....	www.cityofcartersville.org
Douglasville (Population 20,500).....	Under Development
East Point (Population 40,000).....	www.eastpointcity.org

Georgia Continued

Griffin (Population 23,500).....	www.cityofgriffin.com
Hapeville (Population 6,500).....	www.hapeville.org
Holly Springs (Population 3,500).....	www.hollyspringsga.net
Kennesaw (Population 22,000).....	www.kennesaw.ga.us
Kingsland (Population 11,000).....	Under Development
Peachtree City (Population 32,000).....	www.peachtree-city.org
Powder Springs (Population 12,500).....	Under Development
Rockmart (Population 4,000).....	www.rockmart-ga.gov
Rome (Population 35,000).....	Under Development
Union City (Population 12,000).....	Under Development
Woodstock (Population 10,500).....	www.woodstockga.gov

Illinois

Columbia (Population 9,000).....	www.columbiaillinois.com
Elgin (Population 94,500).....	www.cityofelgin.org
Elburn (Population 3,000).....	Under Development
Libertyville (Population 22,000).....	Under Development
Lombard (Population 42,500).....	Under Development

Iowa

Cedar Falls (Population 36,500).....	www.ci.cedar-falls.ia.us
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Kansas

Andover (Population 7,000).....	www.andoverks.com
Arkansas City (Population 12,000).....	www.arkcity.org
Clearwater (Population 2,500).....	www.clearwaterks.org
Colby (Population 5,500).....	www.cityofcolby.com
Dodge City (Population 22,500).....	www.dodgecity.org
Fredonia (Population 3,000).....	www.fredoniaks.org
Holcomb (Population 3,000).....	www.cityofholcomb.org
Lansing (Population 9,500).....	www.lansing.ks.us
Lindsborg (Population 3,500).....	www.lindsborgcity.org
Manhattan (Population 48,000).....	www.ci.manhattan.ks.us
Mission (Population 10,000).....	www.mission-ks.org
Mission Hills (Population 4,000).....	www.missionhillsks.gov
Osage City (Population 3,500).....	www.osagecity.com
Paola (Population 5,000).....	www.cityofpaola.com
Park City (Population 6,000).....	www.parkcityks.com
Rose Hill (Population 3,500).....	www.cityofrosehill.com

Kansas Continued

Rossville (Population 1,500).....	www.rossvillekansas.us
Valley Center (Population 5,000).....	www.valleycenterks.org
Winfield (Population 12,500).....	www.winfieldks.org

Massachusetts

Marblehead (Population 20,500).....	www.marblehead.org
Needham ((Population 29,000).....	Under Development
Watertown (Population 35,000).....	www.ci.watertown.ma.us
Woburn (Population 37,500).....	www.cityofwoburn.com

Michigan

Adrian (Population 22,000).....	www.ci.adrian.mi.us
Iron Mountain (Population 8,500).....	www.cityofironmountain.com
Monroe (Population 22,500).....	www.monroemi.gov
Plymouth (Population 9,500).....	www.ci.plymouth.mi.us

Minnesota

Burnsville (Population 60,500).....	www.burnsville.org
Roseville (Population 34,000).....	Under Development

Missouri

Brentwood (Population 8,000).....	www.brentwoodmo.org
Des Peres (Population 9,000).....	www.desperesmo.org
Ferguson (Population 22,500).....	Under Development
Harrisonville (Population 9,000).....	www.ci.harrisonville.mo.us
Higginsville (Population 5,000).....	www.higginsville.org
Knob Noster (Population 2,500).....	www.knobnoster.gov
LaGrange (Population 1,000).....	www.cityoflagrangemo.gov
Liberty (Population 26,500).....	www.ci.liberty.mo.us
Maryland Heights (Population 26,000).....	www.marylandheights.com
Moberly (Population 14,000).....	www.moberlymo.org
New Madrid, MO (Population 3,500).....	www.new-madrid.mo.us
Neosho (Population 11,000).....	Under Development
Oak Grove (Population 6,000).....	www.cityofoakgrove.com
Odessa (Population 5,000).....	www.cityofodessamo.com
Richmond Heights (Population 10,000).....	www.richmondheights.org
Saint Ann (Population 14,000).....	www.stannmo.org
University City (Population 38,000).....	www.ucitymo.org

Missouri Continued

Warsaw (Population 2,500)..... www.welcometowarsaw.com
 Webster Groves (Population 23,500)..... www.webstergroves.org

Nebraska

Crete (Population 5,500)..... www.crete-ne.gov
 Fremont (Population 24,000) Under Development
 Kearney (Population 27,500)..... www.cityofkearney.org
 La Vista (Population 11,000) www.ci.la-vista.ne.us

Nevada

Fernley (Population 19,000) www.cityoffernley.org

New Jersey

Roxbury (Population 24,000) www.roxburynj.us

New Mexico

Angel Fire (Population 1,500)..... www.afgov.org
 Los Lunas (Population 10,500) Under Development
 Rio Rancho (Population 52,000) www.ci.rio-rancho.nm.us

New York

Brighton (Population 36,000) Under Development
 Freeport (Population 45,000) www.freeportny.com
 Glens Falls (Population 14,500) www.cityofglensfalls.com
 Irvington (Population 7,000)..... www.irvingtonny.gov

North Carolina

Burlington (Population 45,000) www.ci.burlington.nc.us
 Caswell Beach (Population 500) www.caswellbeach.org
 Chapel Hill (Population 60,000) www.townofchapelhill.org
 Dallas (Population 3,500) www.dallasnc.net
 Kill Devil Hills (Population 6,500)..... www.kdhnc.com
 Midland (Population 3,000) www.townofmidland.us
 Mint Hill (Population 17,000) www.minthill.com
 Pine Knoll Shores (Population 2,000) www.townofpks.com

Ohio

Fairlawn (Population 7,500)..... Under Development
 Madeira (Population 9,000) www.madeiracity.com
 Wellington (Population 5,000) Under Development

Oregon

Dallas (Population 15,000)..... Under Development

Pennsylvania

Mount Lebanon (Population 33,500) www.mtlebanon.org

State College (Population 43,000) www.statecollegepa.us

Tennessee

Arlington (Population 8,000)..... Under Development

Bartlett (Population 41,000)..... www.cityofbartlett.org

Berry Hill (Population 1,000)..... www.berryhilltn.org

White House (Population 9,000)..... www.cityofwhitehouse.com

Texas

Azel (Population 10,000)..... Under Development

Bay City (Population 19,000) www.cityofbaycity.org

Bellaire (Population 16,000) www.ci.bellaire.tx.us

Belton (Population 15,000) Under Development

Bridgeport (Population 5,500)..... www.cityofbridgeport.net

Del Rio (Population 35,000) www.cityofdelrio.com

DeSoto (Population 38,000)..... www.ci.desoto.tx.us

El Campo (Population 11,000)..... www.cityofelcampo.org

* Fort Worth (Population 535,000).....

Granbury (Population 5,000)..... www.granbury.org

Heath (Population 4,500)..... www.heathtx.com

Henderson (Population 11,500) www.hendersontx.us

Hewitt (Population 11,500) www.cityofhewitt.com

Kerrville (Population 20,500)..... www.kerrville.org

Lamesa (Population 11,500) www.ci.lamesa.tx.us

League City (Population 45,500)..... www.ci.league-city.tx.us

Levelland (Population 13,000)..... www.levellandtexas.org

Lindale (Population 3,000)..... www.lindaletx.gov

Lorena (Population 2,000)..... Under Development

Midlothian (Population 10,500) Under Development

New Braunfels (Population 47,500)..... Under Development

Overton (Population 2,500)..... www.ci.overton.tx.us

Ovilla (Population 4,000)..... Under Development

Pampa (Population 18,000) www.cityofpampa.org

Pantego (Population 2,500)..... www.townofpantego.com

Pecos (Population 12,500)..... www.townofpecoscitx.com

Pflugerville (Population 16,500)..... www.cityofpflugerville.com

Pharr (Population 47,000)..... www.cityofpharr.com

Texas Continued

Rockport (Population 8,000)	www.cityofrockport.com
Royse City (Population 7,500)	www.roysecity.com
Taylor (Population 14,000)	www.ci.taylor.tx.us
Temple (Population 55,500)	Under Development
Universal City (Population 14,500)	www.universalcitytexas.com
Weatherford (Population 19,000).....	www.ci.weatherford.tx.us
Webster (Population 9,500)	www.cityofwebster.com
Wichita Falls (Population 105,000)	www.cwftx.net
Windcrest (Population 5,500).....	www.ci.windcrest.tx.us

Utah

** Bountiful (Population 41,500).....	www.bountifulutah.gov
Fruit Heights City (Population 5,000).....	Under Development
West Valley City (Population 109,000)	Under Development

Virginia

Manassas (Population 35,500)	www.manassascity.org
Orange (Population 4,500)	Under Development
Purcellville (Population 4,500)	www.purcellville-va.gov
Woodstock (Population 4,000)	www.townofwoodstockva.com

Washington

Arlington (Population 13,000).....	www.ci.arlington.wa.us
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Wisconsin

Brookfield (Population 37,500).....	www.cityofbrookfield.com
La Crosse (Population 52,500).....	www.cityoflacrosse.org
Little Chute (Population 11,000)	Under Development
Superior (Population 32,000)	www.ci.superior.wi.us

County Clients

Colorado

Delta County (Population 28,000)	www.deltacounty.com
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Georgia

Glynn County (Population 72,000)	www.glynncounty.org
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Illinois

Monroe County (Population 31,500).....	Under Development
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Kansas

Atchison County (Population 17,000).....	www.atchisoncountyks.org
Dickinson County (Population 19,500).....	Under Development
Grant County (Population 8,000)	www.grantcoks.org
Harper County (Population 7,000).....	www.harpercountyks.gov
McPherson County (Population 30,000)	www.mcphersoncountyks.us
Riley County (Population 63,000).....	www.rileycountyks.gov

Maryland

Frederick County (Population 209,000).....	www.co.frederick.md.us
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Nevada

Lyon County (Population 35,000)	www.lyon-county.org
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New Mexico

Taos County (Population 30,000)	www.taoscounty.org
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South Carolina

Hampton County (Population 21,500)	www.hamptoncountysc.org
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Tennessee

Williamson County (Population 127,000).....	Under Development
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Utah

Daggett County (Population 1,000).....	www.daggettcounty.org
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Wyoming

Uinta County (Population 20,000)	www.uintacounty.com
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Other Websites Developed by CivicPlus

Convention and Visitors Bureau

Dodge City Convention & Visitors Bureau, KS	www.visitdodgecity.org
Folly Beach Tourism, SC	www.follybeachsouthcarolina.org
Hillsboro Chamber of Commerce and CVB, KS	Under Development
Manhattan Chamber of Commerce, CVB and Economic Development, KS.....	www.manhattan.org
Manhattan Chamber of Commerce, KS.....	www.manhattanchamber.org
Manhattan CVB, KS	www.manhattancvb.org
Pike County Chamber of Commerce/Economic Development, MS	www.pikeinfo.com
Tourism Arts Alliance of Kansas, KS	www.discoverkansasarts.com
Winfield Chamber of Commerce, KS	www.winfieldchamber.org
Winfield Convention and Tourism, KS	www.wowwinfield.org

Economic Development

- Citrus County Economic Development, FL (Population 118,500)..... www.citrusedc.com
- Manhattan Economic Development, KS..... www.manhattaned.org
- Moberly Randolph Economic Development, MO (Population 12,000) www.moberly-edc.com
- Plymouth Downtown Development Authority, MI www.downtownplymouth.org
- Sedalia Economic Development, MO (Population 20,000)..... www.spcdc.com

Education

- Bernie Hayen – Ethics Classroom, Kansas State University, KS,..... www.ethicsclassroom.info
- Black Hawk College, IL (Enrollment 44,000) www.bhc.edu
- Brownsboro ISD, TX (Enrollment 3,000) www.brownsboro.k12.tx.us
- Clark County School District – KLVX, NV Under Development
- Clay County – USD 379, KS..... www.usd379.org
- Crete Monee C U School District, IL (Enrollment 5,000)..... Under Development
- Gunnison Watershed School District RE1J, CO (Enrollment 2,000) Under Development
- Indian Oasis-Baboquivari School District (Enrollment 1,500)..... Under Development
- Marana USD, AZ (Enrollment 13,500) Under Development
- Texas City Independent School District, TX www.tcisd.org
- Wall ISD, TX (Enrollment 1,000)..... Under Development
- Wrangell Public School District, AK (Enrollment 2,500)..... www.wrangellschools.org

Healthcare

- Homecare and Hospice, KS..... www.homecareandhospice.org
- Manhattan Surgical Center, KS..... www.manhattansurgical.com
- Mercy Regional Health Center, KS www.mercyregional.org
- Mitchell County Hospital, KS www.mchks.com
- Palo Verde Health Care District, CA www.paloverdehospital.org

Associations

- Association of Community Mental Health Centers, KS..... www.acmhck.org
- County Counselors Association of Kansas, KS www.countycounselors.org
- GMIS Illinois, IL (Population 24,000)..... www.gmis-il.org
- Kansas Association of Counties, KS www.kansascounties.org
- Kansas Cattlemen’s Association, KS..... www.kansascattlemen.com
- Kansas Municipal Insurance Trust, KS www.kmit.net
- Kansas County Highway Association, KS (Population 45,000) www.kansascountyhighway.org
- MI-GMIS, MI Under Development
- Missouri Chapter of the American Planning Association, MO www.mo-apa.org
- Montana Association of Oil, Gas and Coal Counties, MT www.montanaenergy.org
- Mountain Village Owners Association, CO (Population 1,000) www.mvoa.org

Other

Kansas Commission on Disability Concerns, KS.....	Under Development
Kansas Magazine, KS.....	Under Development
Laguna Niguel Military Support Committee, CA (<i>Population 62,000</i>)....	Under Development
Laguna Niguel Teen, CA	www.lnteens.org
Madison County Court, TN (<i>Population 95,000</i>)	Under Development
MARCIT, MO	www.marcit.org
Schott Communities, FL.....	www.schottcommunities.org
Shawnee County District Attorney, KS	www.shawneecountyda.org
Smart Start of Mecklenburg County, NC (<i>Population 828,000</i>)	Under Development
Suwannee River Water Management District, FL (<i>Population 330,000</i>) ...	Under Development
Team Westport, CT	www.teamwestport.org
Telluride Vision, CO	www.telluridevision.org
Walters-Morgan Construction, KS.....	Under Development
Warsaw Main Street, MO (<i>Population 2,500</i>)	www.warsawmainstreet.com
Webster Fire Department, TX (<i>Population 9,500</i>).....	www.websterfd.com
Webster Police Department, TX (<i>Population 9,500</i>).....	www.websterpd.com

Parks and Recreation

Charleston County Park & Recreation, SC	www.ccprc.com
North Carolina Recreation & Park Association, NC.....	www.ncrpa.net

Site within a Site

Lansing Museum, KS (<i>Population 9,500</i>)	Under Development
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* Graphic Design Only
** Request Tracker Only

Case Studies

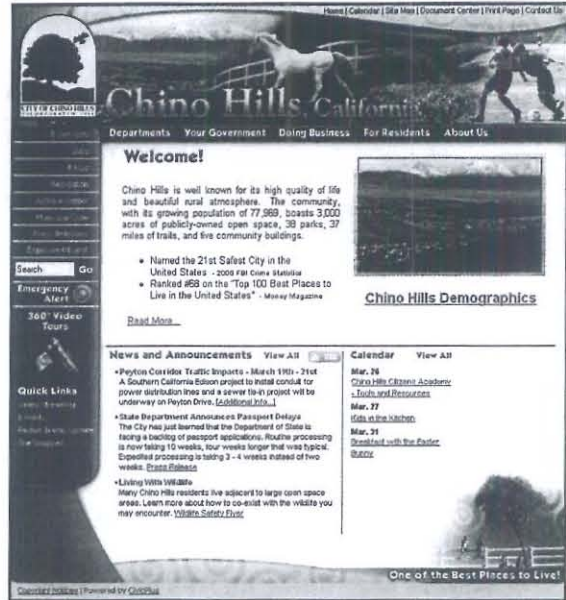
Partner: Chino Hills, CA
Winner of the 2007 CAPIO Award of Excellence

URL: www.chinohills.org



Project Details: In today's municipal environment instant communication with the community is essential. The City of Chino Hills realized this need and partnered with CivicPlus to redevelop their website to offer a comprehensive Internet resource and an advanced communication tool to their community.

CivicPlus meticulously analyzed the city's communication needs. Based on these findings, CivicPlus recommended strategic tools and features that would enhance the city's communication capabilities.



Providing the community with an Emergency Alert Notification System, the city has improved the time it takes to notify the community of emergency conditions or road closures. When the green alert icon changes to red, subscribed visitors are instantly notified via e-mail of emergency conditions.

In addition to the Emergency Alert Notification System, the city has implemented the Notify Me feature. Like the Emergency Alert system, this tool automatically notifies subscribed users of city news. This difference with Notify Me is the numerous items a user can subscribe to. Visitors are able to receive updates regarding job postings, bid postings, council agendas, sport field conditions and more.

Other features the City of Chino Hills has implemented include:

- Streaming Video
- 360° Video Tours
- Employee Intranet
- Online Job Applications
- Archive Center

Total % of Work by Firm: CivicPlus 100%
Total Project Cost: \$38,800
Project Start to Finish: 4-5 months

In 2007, the city was the recipient of the Award of Excellence by the California Association of Public Information Officers. Their first-place website was selected from among several outstanding entries during a year with a record number of participants.

“It was a tremendous collaborative effort. CivicPlus and our project team took great pride in developing a website that would provide our community with a 24/7 direct line of communication with our City Council and City Hall,” said McClung. “CivicPlus provided us with the expertise, tools and features that give us the ability to maintain our website at such a high standard.”

Staying connected with the community is a crucial aspect of municipal governments. Chino Hills has achieved this connection and has taken extra steps to provide their community with a first-class communication tool and information resource.

Contact Information:

Valerie McClung

Community Affairs Manager

Ph: (909) 364-2618

Email: vmclung@chinohills.org

"There is **no comparison** to where we were before. It's not comparing apples to oranges. It's not even comparing a fruit to a fruit."

– Valerie McClung, Chino Hills, CA

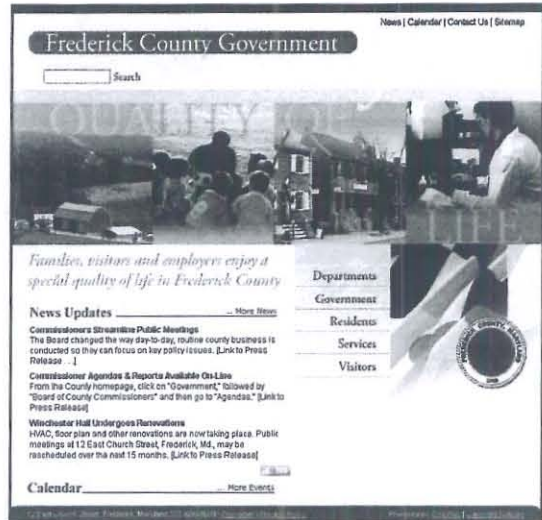
Case Studies

Partner: Frederick County, Maryland

URL: www.co.frederick.md.us

Project Details: Frederick County, acknowledged as one of the top ten digital counties by the National Association of Counties and the Center for Digital Government, takes pride in being at the forefront of government technology. Maintaining their reputation as a provider of progressive technology, they redeveloped their website to streamline interaction and enhance communication with the community.

In order to meet the demands of a growing technologically savvy population and advance their website technology capabilities, county officials partnered with CivicPlus. Implementing a one-of-a-kind portal page now allows the website to be easily accessible by web-enabled cell phones and PDAs.



In addition to their unique portal page, Frederick County has utilized advanced communication tools including:

- RSS Feeds
- RequestTracker
- Notify Me E-mail Notification
- Online Bid Posting
- Online Parks and Recreation Registration

Total % of Work by Firm: CivicPlus 100%
Total Project Cost: \$46,600
Project Start to Finish: 5-6 months

These tools provide the community with an efficient means in which to stay connected and communicate with the county government. By applying these features Frederick County continues their role as a leader in government technology.

Contact Information:

Sherry Weakley
Project Manager
Ph: (301) 600-2377
Email: sweakley@fredco-md.net

"The **enhanced services**, open access to public records and easy-to-use functions make this new website so **valuable**."

— Doug Browning, Frederick County, MD

Case Studies

Partner: Wichita Falls, TX

URL: www.cwftx.net

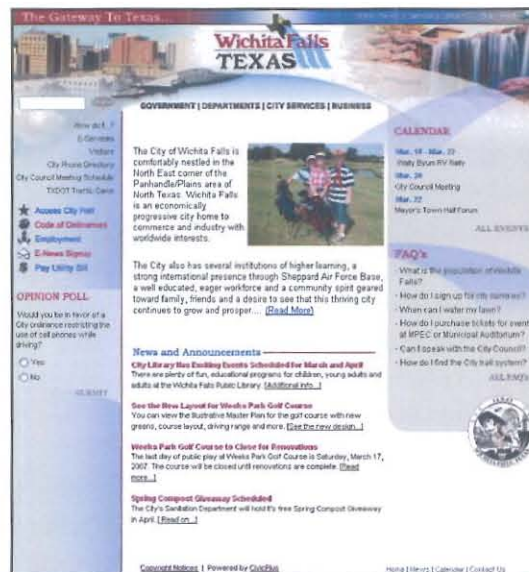
Project Details: With a population well over 100,000 residents, Wichita Falls understands the fundamentals of citizen communication. With the population rapidly growing, city officials wanted to expand on their fundamentals and develop an interactive and aesthetically pleasing website.

The city decided to utilize the CivicPlus Site within a Site feature. Individual departments now have their own pages with a unique look and feel by utilizing different banners, calendars, FAQ's and news announcements.

Also prevalent on the website is the intuitive navigation structure. Left hand menu items quickly direct a visitor to important city directories and e-services while the top drop down menus allow easy access to city department, services and business information.

Enhancing user interaction, the city implemented key features including:

- Utility Bill Pay
- Online Job Posting
- Resource Directory
- Document Center
- Online Bid Posting



"You can go to a lot of design houses and get a pretty page, but there aren't many places where you can **get so much in one package.**"
 — Jerry Vandiver, Wichita Falls, TX

The City of Wichita Falls, Texas has done an excellent job of bringing their website into the next generation of municipal technology. With the Site within a Site feature, the city's departments have the ability to maintain their individuality while remaining under the principle umbrella of the city website. Essential to improving the efficiency of the municipality, the city implemented numerous e-services that enhance their communication abilities.

Contact Information:

Jerry Vandiver
 Public Information Coordinator
 Ph: (940) 761-7401
 Email: jerry.vandiver@cwftx.net

Total % of Work by Firm: CivicPlus 100%
Total Project Cost: \$18,300
Project Start to Finish: 4-5 months

"**Site visits jumped** to 141,000 in July, the month after the new site was launched. That's more than the previous five months put together."

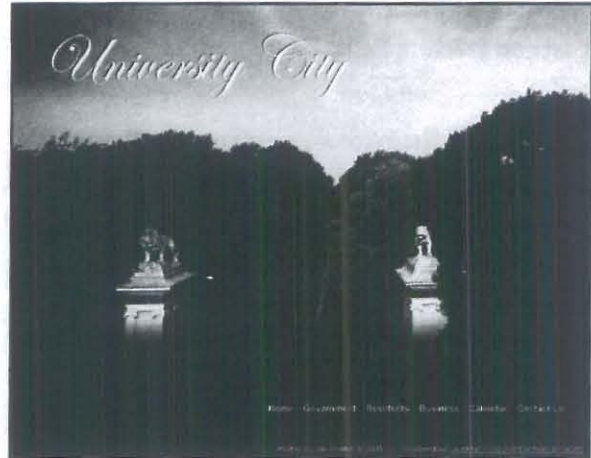
— Jerry Vandiver, Wichita Falls, TX

Case Studies

Partner: University City, MO

URL: www.ucitymo.org

Project Details: U. City as the locals call it, is home to 38,000 vibrant citizens, 255 beautiful acres of designated park ground and "The Loop", a six block area consisting of more than 120 specialty shops, pubs and restaurants. An energetic and culturally sophisticated atmosphere led the city to look for a way to market the city at a national level. What better way to reach the masses than a stylish, yet exceptionally functional website?



Partnered with CivicPlus, the city was able to achieve their goals and develop an outstanding website. Together, the graphic designers at CivicPlus and the University City staff were able to create an impressive portal page that welcomes visitors into the new website.

Once visitors are into the site they have a wealth of services and features at their fingertips. The Business Directory allows site visitors to search through categorical lists of local business to find contact information and even maps of the location.

To offer an enjoyable avenue for two-way communication, the city is using e-Community, an online forum featuring the Mayor's blog and an open forum for discussing anything relating to University City. Services University City is using on their advanced website include:

- RequestTracker
- Online Park & Recreation Registration
- Notify Me
- Event Calendars
- RSS

Total % of Work by Firm: CivicPlus 100%
Total Project Cost: \$16,100
Project Start to Finish: 3 months

The unique portal page and advanced features has ensured that University City has a website that is as vibrant as its community. The city is now able to better maintain communication and provide exceptional service to its lively residents.

Contact Information:

Leisha Meine
Information Technology Coordinator
Ph: (314) 505-8530
Email: lmeine@ucitymo.org

Referrals

City of Elgin, IL www.cityofelgin.org (pop. 97,000)

Sara O'Riley, MIS Training Specialist, 847-931-6085, oriley_s@cityofelgin.org

City of Burnsville, MN www.burnsville.org (pop. 60,500)

Jim Skelly, Communications Coordinator, 952-895-4673, jim.skelly@ci.burnsville.mn.us

Debbie Strahler, Web Specialist, 952-895-4673, debra.strahler@ci.burnsville.mn.us

University City, MO www.ucitymo.org (pop. 37,500)

Leisha Meine, IT Coordinator, 314-505-8530, lmeine@ucitymo.org

Village of Freeport, NY www.freeportny.com (pop. 45,000)

Pat Gianaca, 516-377-2490, pgianaca@freeportny.gov

Client Testimonials

CivicPlus Design

"We're excited about our website's potential. There's no limit to our creativity with the tools CivicPlus has given us."

- Robert Cain, Blythe,
CA

"Since moving over to CivicPlus to design and host our website, we have seen great improvements and flexibility both internally and externally. Our citizens have told us how much they like the site and how easy it is to navigate."

- Tony Casella, Marana, AZ

CivicPlus Value

"CivicPlus not only meets our needs, but also exceeds our expectations. They are continuously making enhancements to improve usability for our citizens."

- Cathy Hozian, Goodyear, AZ

"The CivicPlus product is user-friendly for those not IT oriented and the constant roll-out of new features has exceeded our expectations!"

- Lisa Kinsley-White, Charleston County PRC

"The website had to be written in a piece of software that everyone had so we didn't have to spend thousands of dollars per seat to install new software."

- Matt Spitz, Coolidge, AZ

CivicPlus Support

"The City of Tuscaloosa is very happy that we chose CivicPlus to design and host our website. Your company is always providing more services and enhancing existing ones."

-Doug Taylor, Tuscaloosa, AL

"Before the hurricane struck, the people at CivicPlus called us and offered to do updates to the website over the phone if we needed it. We were very appreciative of that kind of support."

- Joe Husosky, Dania Beach, FL

"What impressed me the most was the enthusiasm CivicPlus brought to our website's makeover. Because they specialize in government websites, they understood and were very responsive to our needs."

- Bob Avery, Chapel Hill, NC

"I was so impressed with the competence of the CivicPlus staff. Everyone was very knowledgeable about the product and were experts in their particular area."

-Carmen Martinez, Avondale, AZ

Chapter 4: Work Plan

Proposed Approach and Deliverables

With CivicPlus, you'll receive expertise in all areas of your website project – from consultation, design, and usability to programming, hosting, and training. We understand that meeting your fiscal obligations is important so we are committed to delivering solutions that will yield the most for your funds.

The success of CivicPlus is attributed to the collaboration of our staff and clients. In order to provide a website that adheres to the *Three Factors of Effective Government Websites*, CivicPlus has developed an efficient project approach that delivers all the solutions necessary to create a valuable communication resource for your visitors. The section below provides an overview of our project approach while the subsequent pages will guide you through the process, providing detail on the key deliverables for each objective.

Project Approach

Objective 1: Establishing Your Site's Focus

- Phase 1 - Analysis and Timeline Development
- Phase 2 & 3 - Website Design and Navigation Architecture
- Phase 4 - Modules and Site Set-up

Objective 2: Content Development and Page Layout

- Phase 5 - Content Development
- Phase 6 - Review and Testing

Objective 3: Equipping Your Staff for Successful Website Maintenance

- Phase 7 - Training

Objective 4: Website Deployment

- Phase 8 - Go-live and Project Review
- Phase 9 & 10 - Marketing and On-going Consultation

"Our Project Manager has been **attentive** to our every need. She has walked us through the design of our website step-by-step and has made it **easy and fun**."

— Shannon Gowan, Temple, TX

"Everyone at CivicPlus has been really helpful in making the site development an **enjoyable and pain-free** experience. We are already receiving **great feedback** from people who have visited the site."

— Joe Baker, Berry Hill, TN

Objective 1: Establishing Your Site's Goals/Focus

Communication is the key for websites. However, every organization has different communication goals; therefore, before developing or redesigning your website, we identify the unique needs of your site's visitors. Your Project Manager walks you through several exercises to define your specific goals. The collected information drives your website's design, navigation, page layout and overall focus.

Phase 1: Analysis and Timeline Development

Step 1: Information Gathering and Brainstorming

Your Project Manager directs you to other sites to find desirable design elements and functionality. Additional information gathering techniques will be suggested at the kick-off of the project.

Step 2: Communication Goals Development

Once your team has gathered basic information that will help establish your site's focus, your project manager will help organize the information into specific goals and solutions. Further exercises will be required in this phase in order to ensure the established communication goals are met throughout the project.

Step 3: Collaboration and Implementation

Together with the information obtained and organized from the steps above and collaboration with experts in design, page layout and functionality, a website will begin to take the shape of an effective communication resource.

Phase 2 & 3: Website Design and Navigation Architecture

The presence of a quality website is an essential factor in reflecting a credible and professional image for any organization. The design and format of your site will set the overall impression site visitors have of your organization. Good design, clean navigation, and thoughtful page layout will guarantee that your visitors leave with not only the information they seek, but also a positive impression of your organization.

At CivicPlus our designers will collaborate with your staff to create a website that is visually engaging, intuitive to use, and reflective of the uniqueness of your community. This is achieved through the following process:

Collaborative Planning and Development: Your CivicPlus project manager will lead a kick-off meeting between your organization and our designers to identify specific design elements, navigational structures, and the overall focus of your site.

Custom Design: Together with expertise in web usability, the latest in graphic design techniques and your objectives in mind, our designers will develop an attractive, custom design that delivers on all of your expectations. Since you are part of the team at CivicPlus, you will have as much input as you'd like—we won't stop until you are completely satisfied.

Intuitive Usability: Simple navigation and consistent page layout will be used throughout the site to ensure your visitors will find the information they seek easily. Again, we will work with you to select the navigational structure and page layout you desire.

ADA Compliant (Section 508): Our designers and programmers will automatically implement all the features necessary to ensure your site is compliant with the specifications within Section 508.

"We were **very impressed** that the people from CivicPlus took the time to **listen to our needs** and that they found innovative ways to customize the website for Freeport."

- Patricia Murphy, Freeport, NY

Phase 4: Modules and Site Set-up

CivicPlus has developed several functionality modules to meet the diverse needs of our clients. Based on the specifications for your web project, we recommend incorporating a combination of several of the CivicPlus modules into the graphical redesign of your site. See a sample of our most popular modules in the recommended comp in the following pages.

Additional functionality modules are available (reference Appendix I for a complete description of all available modules) and may be customized for your needs. While the modules shown in the conceptual design comp are what we recommend based on the needs listed in your RFP and an analysis of your current site, you ultimately control the functionality that your site offers and the cost by selecting which modules to include.

Additionally, with CivicPlus you'll receive any upgrades and enhancements made to your selected modules instantly and automatically at no additional cost throughout your contract. This ensures that your site is constantly evolving to meet the ever-changing needs of your web audience without the hassle of doing any additional budgeting or annual upgrading.

"CivicPlus not only meets our needs, but also exceeds our expectations. They are **continuously making enhancements** to improve usability for our citizens."

- Cathy Hozian, Goodyear, AZ

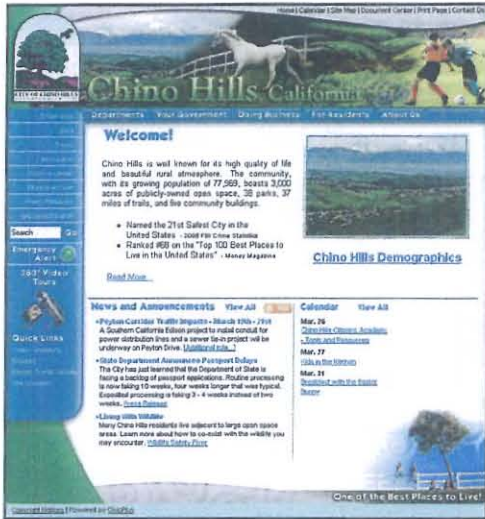
Additionally, your Project Manager will work with you throughout all phases of your website project to ensure you are taking advantage of our expertise in web communication as well as meeting your specific communication goals. This will be done through a series of reviews and testing.

Design Review

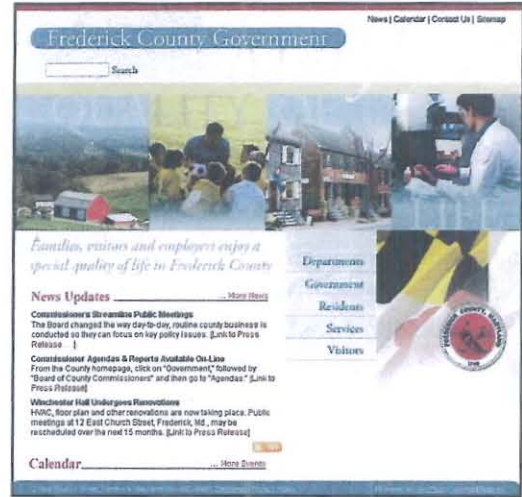
Immediately following the design approval and functionality development, we conduct a review ensuring your expectations are met and best website practices are upheld. This review includes our quality control team as well as your internal project manager.

Design Portfolio

Our programmers will accommodate and implement any design techniques or elements used by our designers so the options for a unique site are endless. See below for a sampling of our Design Portfolio.



www.chinohills.org



www.co.frederick.md.us



www.ci.la-vista.ne.us



www.ci.cedar-falls.ia.us



www.ci.laguna-niguel.ca.us



www.cwftx.net

Design options are provided in order to offer an example of what your site could be like. In no way does this represent the final design. The client works directly with the designer during the design phase to establish colors, pictures, navigation and design options that best suit the client. This image is provided for sample composition purposes only. Copyright Authorization and/or Photography Production are required unless the organization already has quality, usable photographs. Additional fees will be assessed for stock photographs or other images, pricing is not included for these in the estimate.



Design options are provided in order to offer an example of what your site could be like. In no way does this represent the final design. The client works directly with the designer during the design phase to establish colors, pictures, navigation and design options that best suit the client. This image is provided for sample composition purposes only. Copyright Authorization and/or Photography Production are required unless the organization already has quality, usable photographs. Additional fees will be assessed for stock photographs or other images, pricing is not included for these in the estimate.

The screenshot shows the Orland Park website interface with several callout boxes highlighting specific features:

- Site Identification:** Points to the 'Orland Park' logo at the top left.
- Global Navigation with Hierarchical Structure:** Points to the top navigation menu including 'Government', 'Planning & Economic Development', 'Village News', 'Village Services', 'Community', 'Recreation', and 'Public Safety'.
- Home Page Links to Most Requested Items:** Points to a vertical sidebar menu with links for 'Jobs', 'Parks', 'Calendar', 'GIS Maps', 'E-Services', 'How Do I?', 'Bid Postings', 'Where Do I?', and 'City Officials'.
- E-Communication Center:** Points to a section with buttons for 'Report a Concern', 'Permits & Licenses', and 'Online Services'.
- Powerful Search Ability:** Points to a search bar at the top right.
- Events, How Do I? or Quick Links to Most Requested Items:** Points to the 'Events' and 'How Do I?' sections.
- News Items with RSS Capabilities:** Points to the 'News & Announcements' section.

The website content includes:

- Events:**
 - July 14-15: Village of Orland Park Art Fair
 - July 15: Concerts on Ravinia - Brothers in Arms Rock Music
 - July 25: Wednesday Happenings - Geoff Atkins Bubble Wonders
- How Do I?:**
 - Find Parks and Recreation event cancellations?
 - Register my pet with the city?
 - Pay my water bill online?
 - Apply for a building permit?
 - Report a problem?
 - Obtain a business license
- Around Orland Park:**
 - Centennial Park Aquatics Center: 16000 West Avenue, 340-4FUN. Features include lazy river, body flume, drop slide, tube slides, platform jump, zero depth pool with kiddie play structure and lap lanes. Open through Sept. 3.
- News & Announcements:**
 - Orland Park recognized by U.S. Conference of Mayors: Mayor Dan McLaughlin was present to receive two prestigious awards at the annual United States Conference of Mayors' 75th annual meeting in Los Angeles, California.
 - City presents 2007 Youth Art Awards: The Village of Orland Park Arts Commission hosted a Youth Art Expo and Awards Ceremony on June 19, 2007 at the Cultural Arts Center.

Footer information includes: Copyright Notice | Powered by CivicPlus | Employee Intranet | Contact Us

Objective 2: Content Development and Page Layout

As part of your contract, CivicPlus will create a pre-defined number of pages for your site to ensure all the necessary content is available for your site visitors upon deployment. Your project manager will work with you to identify what content should be migrated from your current site and/or if new pages should be developed to fit within your new site. There is no limit to the pages you can create after training.

Phase 5: Content Development

Understanding today’s website visitor is a vital step in the content development and page layout phase. There are specific characteristics of web users in the way they obtain information and based on that, specific web usability guidelines are in place.

When you partner with CivicPlus you receive expertise in web writing. Following website principles documented by Steve Krug in *Don’t Make Me Think* and Jakob Nielsen in *Designing Web Usability* and *Homepage Usability*, CivicPlus’ content developers may adjust your content to align with the premise of these authors. Website visitors are skimmers; therefore, content should be laid out in a way that is easy for the visitor to quickly scan and retrieve their desired information. See the example below:

Initial Content

Vehicle Abatement

Report an Abandoned Car on Public Street or Highway
Vehicles can be parked on the street but must be in running condition for a maximum of 72 hours. If not operable, i.e. no wheels, engine, etc., they can be towed by the City. They must also have current license and registration. The vehicle may also be towed if the registration is expired for longer than 6 months.
To report an abandoned car on the roadway call the abandoned vehicle Hot Line at: 510-620-6644

Report an Abandoned Car on Private Property
Vehicles can be parked in the driveway but must be in running condition. If the vehicle appears abandoned, wrecked, dismantled, unregistered and declared a public nuisance. You may be asked to repair or remove them; or you will be cited and they will be towed at your expense. Per RMC section 11.76
To report an abandoned car on private property call: 510-621-1278

Vehicle Abatement Fees	
Release fee from public highway	\$125.00
First vehicle found on private property abandoned, wrecked, dismantled, unregistered and declared a public nuisance.	\$325.00
Each additional vehicle found on same private property as above abandoned, wrecked, dismantled, unregistered and declared a public nuisance.	\$200.00

Reformatted Content

- Minimized long paragraphs of text
- Added bullets for easy scanning
- Created a separate contact info area
- Increased the size of the headings
- Made a larger/clearer table for fees

Vehicle Abatement

Report an Abandoned Car on Public Street or Highway
If a vehicle is parked on streets for more than 72 hours, then report the vehicle.

Vehicles **may be towed** by City if vehicle

- Is Inoperable, i.e. no wheels, engine, etc.
- Has no current licenses
- Has no current registration

Report a Vehicle

Vehicle on the Roadway
510-620-6644

Vehicle on Private Property
510-621-1278

Report an Abandoned Car on Private Property
If the vehicle appears

- Abandoned
- Wrecked
- Dismantled
- Unregistered
- A Public Nuisance

Then the city may request the car is repaired or removed. The vehicle will be towed at your expense, per RMC section 11.76

Vehicle Abatement Fees	
Release fee from public highway	\$125.00
First vehicle found on private property abandoned, wrecked, dismantled, unregistered and declared a public nuisance.	\$325.00
Each additional vehicle found on same private property as above abandoned, wrecked, dismantled, unregistered and declared a public nuisance.	\$200.00

Phase 6: Review and Testing

As established earlier, each phase of your project undergoes a review and testing stage. At the completion of the content development and page layout, the following reviews will take place:

Content Development Review

At this point in your project, we complete a quality control review ensuring the content and layout meet web usability standards, including all the information necessary for your site visitors. This is vital to the successful launch and maintenance of your site because the way content is written and displayed directly affects the site's usability.

Pre-training Review

The purpose of this review is to identify any issues (programming, design, or content) that need to be addressed before training. The training phase will provide an opportunity to learn how to maintain the site and therefore, needs to be a replication of what the launched site will be.

Website Planning Review

The intent of the website planning review is to develop a process for your staff to continue development of your website and to plan for your site's ongoing development. This review will include recommendations for training and motivating your staff to make updates that align with your overall communication goals.

Objective 3: Equipping Your Staff for Successful Website Maintenance

During this phase, you and your staff are thoroughly trained on how to manage your site. As we believe in equipping our clients to use their sites to the fullest, the training will cover more than just the basics of page updates. The training focuses on optimal web layout concluding with an opportunity for practical application and consultation.

You will be encouraged to bring actual work in order to apply the expertise in web usability standards covered, directly to your site. Training is done before your site is launched to ensure that once the site is live, your staff will have all the knowledge, tools and comfort level to maintain its integrity from day one on.

Phase 7: Training

The training is provided as a teleconference with onsite training available for an additional fee. Additionally, all of our training manuals are available to you online as a reference or a future training tool for new employees. Below is a basic itinerary for our training sessions followed by a sample training schedule.

"The real success of CivicPlus lies with the people who sell it, teach it, and support it. I doubt that you will find another company, which offers the **professional support and friendly encouragement** that I have experienced from the employees of CivicPlus on a **continuing basis.**"
 - Bernie Hayen, Manhattan, KS

Day 1: Administrative Features & Basics of Back-End – A detailed description of the navigation and page layout are provided as well as the set-up of level of rights and back end features.

Day 2: Module Training & Page and Menu Creation – All modules are reviewed with individual instructions on how to update and maintain each of your functional modules.

Day 3: Page Development – An overview of creating new pages and menu items is provided. In most cases, day 3 is a "hands-on" session in which our trainers will work with you to build actual pages for your site ensuring that the training is applicable and a good use of your time.

Training schedules are based on the needs of your employees and your selection of modules. Your training schedule may vary.

Day #1

Time	Topic
9:00 a.m. - 12:00 a.m.	Create Groups and Users, Setup Categories
12:00 p.m. - 1:00 p.m.	Break
1:00 p.m. - 5:00 p.m.	Module Training

Day #2

Time	Topic
9:00 a.m. - 12:00 p.m.	Module Training
12:00 p.m. - 1:00 p.m.	Lunch
1:00 p.m. - 5:00 p.m.	Basic Page Creation

Day #3

Time	Topic
9:00 a.m. - 12:00 p.m.	Advanced Page Creation
12:00 p.m. - 1:00 p.m.	Lunch
1:00 p.m. - 4:00 p.m.	Site Consultation & Strategic Planning

Effortless Content Management System

Developed specifically for organizations requiring frequent updates to their website, the CivicPlus Content Management System allows your non-technical employees the ability to easily update any portion of your website instantaneously. This includes updating announcements, news flashes, calendar items, page content, drop-down menus, images and much more. Because this system is browser based, any member of your staff can manage their section of the site without installing additional software or requiring the assistance of your valuable technical resource team.

CivicPlus Content Management System Administrative Features

With extensive web applications in place and continual development, support, and training, our clients find that updating their sites using the CivicPlus Content Management System (CMS) ensures that they maintain a website they can be proud of with minimal effort.

"CivicPlus has **made my life great**. I went from being the only website administrator, spending six hours a day updating, fixing, and deleting pages to having a liaison from each department update their own pages. I **now spend only one hour a week** updating certain things that we don't want anyone else to do."

– Aaron Shepard, Marana, AZ

"The CivicPlus CMS tool has allowed us to **decentralize, enhance, and maintain** our website. Our departments feel empowered and **we love it!**"

– Wendy Schwartz, City of Richmond, CA

At CivicPlus, we build your website with growth in mind. Our CMS tool is a dynamic, allowing you to make updates and changes to existing pages as well create new pages and menu items through straightforward administrative features.

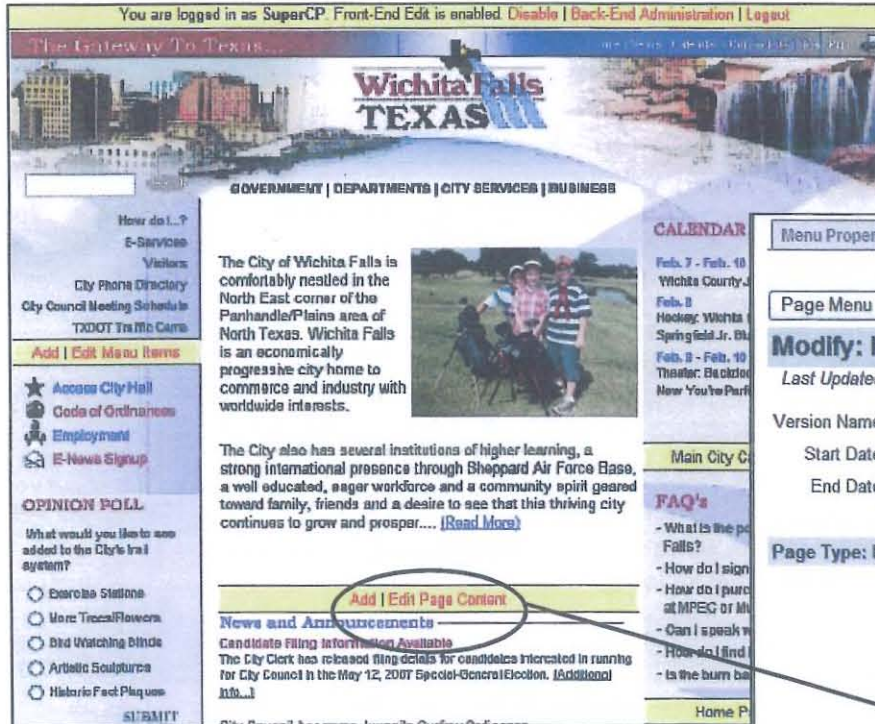
Each year CivicPlus invests approximately \$250,000 in upgrades and enhancements to the system to meet your ever-evolving needs. Some of the features of the CMS system are highlighted in the chart on the following page.

Feature	Description	Benefit
Level of Rights	A central administrator has the capability to establish specific editing rights.	Timesaver – The administrator can distribute work among specific departments while still maintaining control over the content and layout of the site.
Instantaneous Updates	Once the administrator saves and publishes the page, the updates are posted to the live site in real-time.	Timesaver – Ensures that your site is communicating the most up-to-date information.
Browser Based	No programs or software are necessary to install, meaning you and your staff can update the site from any internet connection or platform (Mac or PC) at anytime.	Convenience – Site updates can be made anywhere at anytime. Money Saver – Doesn't require \$ per seat to install software.
Mobile Updates	Immediately update your site from any location with urgent announcements using your PDA device.	Crisis Communication – Warn audiences of crisis situations from anywhere at anytime.
Action Items	Provided immediately upon login, direct access to a queue of items waiting to be published or reviewed by the administrator.	Convenience – This work order helps the administrator stay organized and timely with the site.
Content Scheduling	Pages can be set with a start date and expiration date. This means that pages can be created in advance and be automatically released and removed from the site as the administrator indicates.	Convenience/Timesaver – Ensures that your site is communicating only timely information.
Multiple Page Creation Options	The CivicPlus CMS system makes it easy to upload new content and keep a consistent page layout through any of the following methods: Page Wizards, Online Editor, HTML upload, Front-End Edit.	Timesaver/Ease – The multiple options for page creation ensures that everyone on your staff can update the site regardless of their technical expertise.
Site Search and Site Search Log	Powerful site search that automatically indexes all content making it easy for visitors of various audiences to find desired information. This feature also keeps a log of all words that are searched by your visitors.	Knowledge – The search log serve as a tool in making decisions about updates and upgrades as well as placement of key items on the homepage.
Unlimited Levels of Depth	With a properly designed website, you may easily add as many levels as you would like to promote your services.	Money Saver – As your site grows, you will not have to redevelop the underlying structure.
Site-within-a-Site	Specific areas of your city's website, e.g. Parks and Recreation, Police or Fire, can provide their own calendar and news items.	Ease – Site visitors can find relevant information for their area of interest by following a redirect link, e.g. www.city.org/police
Automatic Alt Tags	Built-in features ensure your site is ADA compliant.	Convenience – Editor does not need to know Section 508 requirements as the system will automatically format to accommodate for ADA Compliancy.

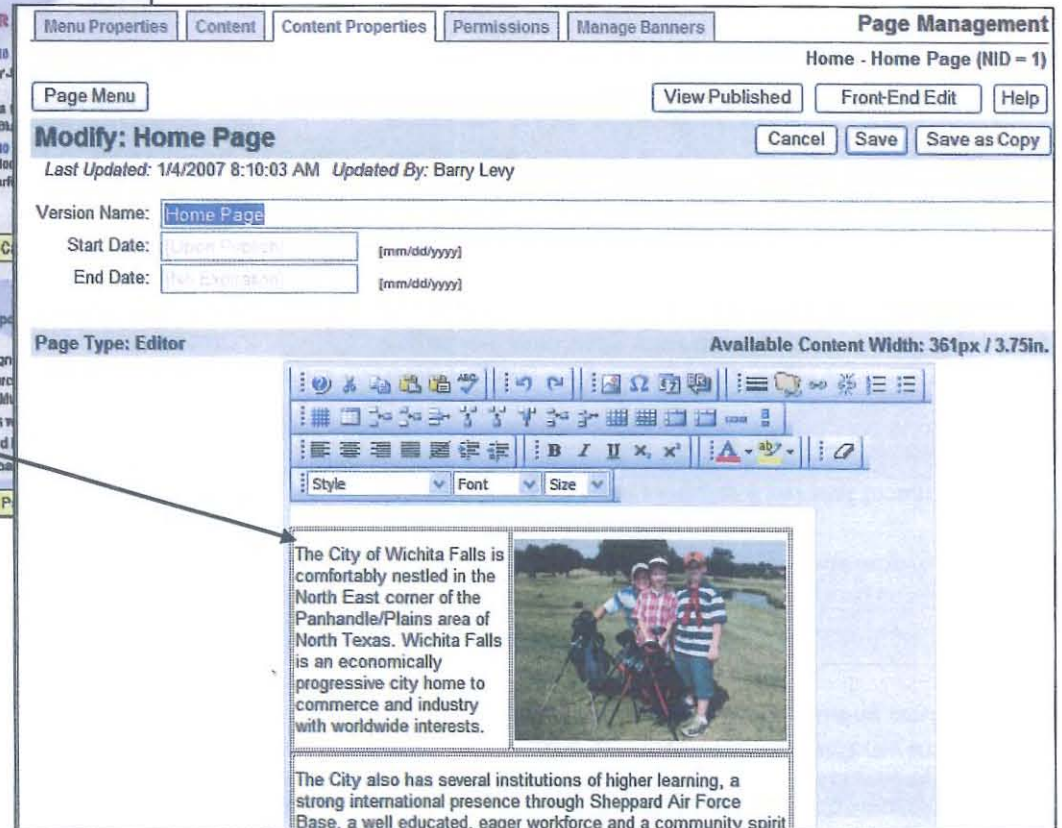
Front-End Edit Feature

The front-end edit feature is one of several ways to update website content quickly and easily.

Step 1: Click on the area of the website that you wish to edit.



Step 2: Make changes to the website, then click 'Save'. Changes are immediately reflected on the site.



Web Communication Skills

CivicPlus employees constantly research web standards, principles, and trends in order to develop effective government websites. Our philosophy is to share that information with our clients to ensure they are capable of maintaining an effective site for years to come. This is accomplished through the following procedures:

- *On-going References to Our Research*- Throughout all phases of your project we provide the reasoning and explanation of our actions so that you and your staff become communication experts.
- *Opportunities for Peer Communication and Idea Sharing* - Throughout the year, there are several opportunities for peer communication and idea sharing. Many of our clients experience similar challenges and have similar communication goals. For this reason, we hold an annual conference, feature client case studies and new clients on our website, and provide contact information for clients willing to share unique experiences and the resulting solutions.
- *Continuous Consultation Beyond Site Deployment* - Each client is assigned a Client Liaison that will serve as their point person once the site is deployed. Your Client Liaison provides ongoing support and recommendations for maintaining your website in several ways discussed in the following section.

Following the training phase, the items below are reviewed.

Post-training Review

Your post-training review serves as a check-in to ensure the project process is continuing to provide valuable expertise and is meeting the initially established communication goals. This will also be an opportunity to ensure that any changes or additions from the training sessions have been implemented prior to your site's deployment.

Objective 4: Website Deployment

Upon completion of a final review of the website with you, the website domain name is directed to the developed website.

Phase 8: Go-live and Project Review

During this review we will ensure that your initial communication goals developed in objective 1 have been met. Additionally, we will develop a strategic plan to ensure that your website grows with your organization. While this phase marks the launch of your new site, you will continue to have both technical and consultative support.

Reliable Maintenance, Support, and Hosting

When you select CivicPlus as your website management partner, you receive ongoing maintenance, support, and hosting services for the duration of your contract. Our clients are reassured by our proven commitment to customer service exhibited by the following services:

- *Automatic CivicPlus Software and Module Updates* - CivicPlus continually strives to provide cutting edge applications, features and modules to ensure your site stays at the forefront of Internet communication. All of our clients receive continual updates and upgrades - meaning you won't have the hassle of updating your site to operate with new software programs or the additional costs of implementing module upgrades – it is all done for you, as a part of the CivicPlus maintenance package.

Maintenance & Support Service Agreement	Typical Competitors' Annual Plan	CivicPlus Incremental Upgrade Plan
Annual Fee (Includes support, maintenance and updates)	-	\$6,000
Hosting	\$2,400	Included
Access to support Staff	\$7,500	Included
Product Enhancements	\$15,000	Included
Product Upgrades	\$8,000	Included
Additional Training for Upgrades	\$2,000	Included
Service Warranty	\$5,000	Included
Total Yearly Fee	\$39,900	\$6,000

Annual Savings with CivicPlus

**You Save:
\$33,900 per year**

*One-year service agreement plans upgrade. Assumes 5 hours monthly for support.

Maintenance & Support Service Agreement	Typical Competitors' Annual Plan	CivicPlus Incremental Upgrade Plan
Annual Fee (Includes support, maintenance and updates)	-	\$7,800
Hosting	\$4,800	Included
Access to support Staff	\$9,500	Included
Product Enhancements	\$15,000	Included
Product Upgrades	\$8,000	Included
Additional Training for Upgrades	\$2,000	Included
Service Warranty	\$5,000	Included
Total Yearly Fee	\$	\$7,800

Annual Savings with CivicPlus

**You Save:
\$per year!!**

*One-year service agreement plans upgrade. Assumes 5 hours monthly for support.

Maintenance & Support Service Agreement	Typical Competitors' Annual Plans	CivicPlus Incremental Upgrade Plan
Annual Fee (Includes support, maintenance and updates)	-	\$11,400
Hosting	\$6,000	Included
Access to support Staff	\$15,000	Included
Product Enhancements	\$25,000	Included
Product Upgrades	\$15,000	Included
Additional Training for Upgrades	\$2,000	Included
Service Warranty	\$7,500	Included
Total Yearly Fee	\$	\$11,400

Annual Savings with CivicPlus

**You Save:
\$year!!**

*One-year service agreement plans upgrade. Assumes 5 hours monthly for support.

- *Around-the-Clock Technical Support* - Our support personnel are available to answer phone calls and emails from 7 a.m. to 7 p.m. CST. Emergency service is available after regular hours with on-call staff 24/7.

CivicPlus is both proactive and reactive in handling support. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the Internet in general, our personnel often identify and correct issues before they even affect our clients' websites. Our expertise in website management provides assurance to our clients that their site is in good hands.

"CivicPlus was spectacular. There was never a stupid question. They were **always available and very responsive**. Their customer service is outstanding."

- Tracy Freimarck, Windcrest, TX

"The support we have been getting from CivicPlus has been very, very good. I have been **repeatedly impressed** with the responses we have been getting for some of our more challenged users and requests."

- Vince Allen, Cocoa, FL

- *Hosting*- Web hosting has been a part of CivicPlus since its inception. While hosting your site with CivicPlus is optional, you can be assured that our services will provide the utmost in reliability and security. To illustrate how seriously we value your site's reliability, security, and protection; review the features of our hosting services below.

Physical Security

- Proximity card key system prevents unauthorized access to servers
- High resolution, closed circuit video with time lapse recording covers all secured areas
- All visitors require a full-time escort within hosting area

Power

- All systems are fed by Uninterruptible Power Supplies (UPS's) with natural gas-powered generator backup

Bandwidth

- 97Mbps of bandwidth for optimal speed
- Multiple carriers (AT&T, Qwest, and Cox) to provide redundancy for continuous connectivity
 - AT&T: 45Mbps fiber optic network
 - Cox: 40Mbps fiber optic network
 - Qwest: 6Mbps over an MLPPP connection
 - AT&T: 6Mbps over an ATM connection
- Routers and switches automatically balance Internet load between carriers for optimal speed
- Redundant Cisco routers running HSRP (Hot Standby Router Protocol)

Monitoring

- Round-the-clock (24/7/365) monitoring of all critical components including
- Internet connectivity, servers, routers, switches and power systems

Backup

- Tape backup performed daily
- Off-site tape archive

AntiVirus

- Continuous scan system
- Signature files auto-updated every 4 hours from national registry

Data Security	<ul style="list-style-type: none">• Server Operating Systems applied as necessary• Router level port blocking and reporting• Router level packet filtering and reporting• Server level port blocking and logging• Ongoing security analysis by Cisco Security Specialist
Data Redundancy	<ul style="list-style-type: none">• RAID Level 5 data storage array• RAID 1 + 0
Intrusion Detection	<ul style="list-style-type: none">• Redundant Cisco ASA multi-service Firewalls that combine Intrusion Detection with Intrusion Prevention
Staff Certifications	<ul style="list-style-type: none">• Full-time Electrical Engineers (EE)• Full-time Microsoft Certified Systems Engineers (MCSE)• Full-time Certified Novell Engineers (CNE)• Full-time Cisco Router Technicians

Server Requirements

We give our clients the option to self-host. If that is the option you prefer, below are the requirements:

- Microsoft Windows 2003 Advanced Server
- Microsoft SQL 2005 Enterprise
- Additional Software

System Requirements

The administrative side of CivicPlus websites supports the following PC operating systems and browsers:

- Windows 2000 and higher
- Internet Explorer 6.0 and above
- Mozilla Firefox 1.5 and above

Macintosh operating systems and browsers are also supported:

- OS/X 10.1 and higher
- Mozilla Firefox 1.5 and above

The specific review done at this step is identified below:

Final Quality Assurance Review

Our Quality Control Team uses a 100 point system to review the website and assure that all quality standards are being met. From the external audit of Content and Look and Feel, to the internal audit of the back-end system, a final review report is written and provided to the client.

Phase 9 & 10: Marketing and Ongoing Consultation

When you partner with CivicPlus you receive ongoing consultation and support. This will be accomplished through the following features and benchmarked events:

Continued Communication: Upon deployment of your site, you will be assigned a personal Client Liaison that is available to support you and your site as it grows with CivicPlus. Your Client Liaison will ensure that you receive all of the following resources:

- *Monthly E-Newsletter* - Our monthly e-mail newsletter is complete with tips on general website usability and website management as well as specific tips on how to get the most out of your CivicPlus site.
- *Automatic Service Updates* - We provide constant updates to our system and these enhancements are part of the CivicPlus service. Clients may request changes any time by contacting their personal CivicPlus Client Liaison.
- *CivicPlus Online Support* - As a member of CivicPlus, you have access to the CivicPlus Online Support site where we keep you informed about software updates, tutorials and the latest tips to keep your site dynamic. Training manuals are also available online as a reference for current and future staff members.
- *Annual Site Reviews* - Your assigned Client Liaison will review your site and provide an annual report complete with statistics of your site's performance and recommendations for site growth.
- *Annual CivicPlus Website Conference* - Discussion topics range from *Writing for the Web* to *ADA Website Accessibility* to generating ideas for improvement with your peers to private consultations offering suggestions for site improvements.

"My experience at the CivicPlus conference was great. The classes offered were key to administrating our city website. CivicPlus staff is extremely **knowledgeable, helpful, friendly, and approachable.**"

– Janice Bourret, Durango, CO

Search Engine Registration: Included in the marketing phase of your site development, your site will be registered with the top search engines. This means that a brief description and a list of keywords related to your site are provided to major search engines (i.e. Google, Yahoo) in order to direct inquiries to your site. Website optimization and a search engine program may be implemented for an additional fee.

Warranty: We are so confident that you will benefit from a partnership with CivicPlus that we provide a 100% satisfaction guarantee throughout all phases of your project.

The business strategy for the CivicPlus service is based upon our client's success; therefore, we continue to listen to our clients after the sale and strive to constantly improve our service and our products.

Project Timeline

Project Phases	Timeline
➤ Phase 1: Analysis and Timeline Development	2 weeks
➤ Phase 2: Website Design	2-3 weeks
➤ Phase 3: Navigation Architecture Development	2 weeks
➤ Phase 4: Modules and Site setup	2 weeks
➤ Phase 5: Content Development	2-3 weeks
➤ Phase 6: Review and Testing	1 week
➤ Phase 7: Training	1 week
➤ Phase 8: Go-live and Project Review	1 week
➤ Phase 9: Marketing	1 week
➤ Phase 10: On-going Consultation	On-going
Total Time to Complete	14-16 Weeks

Chapter 5: Project Staffing

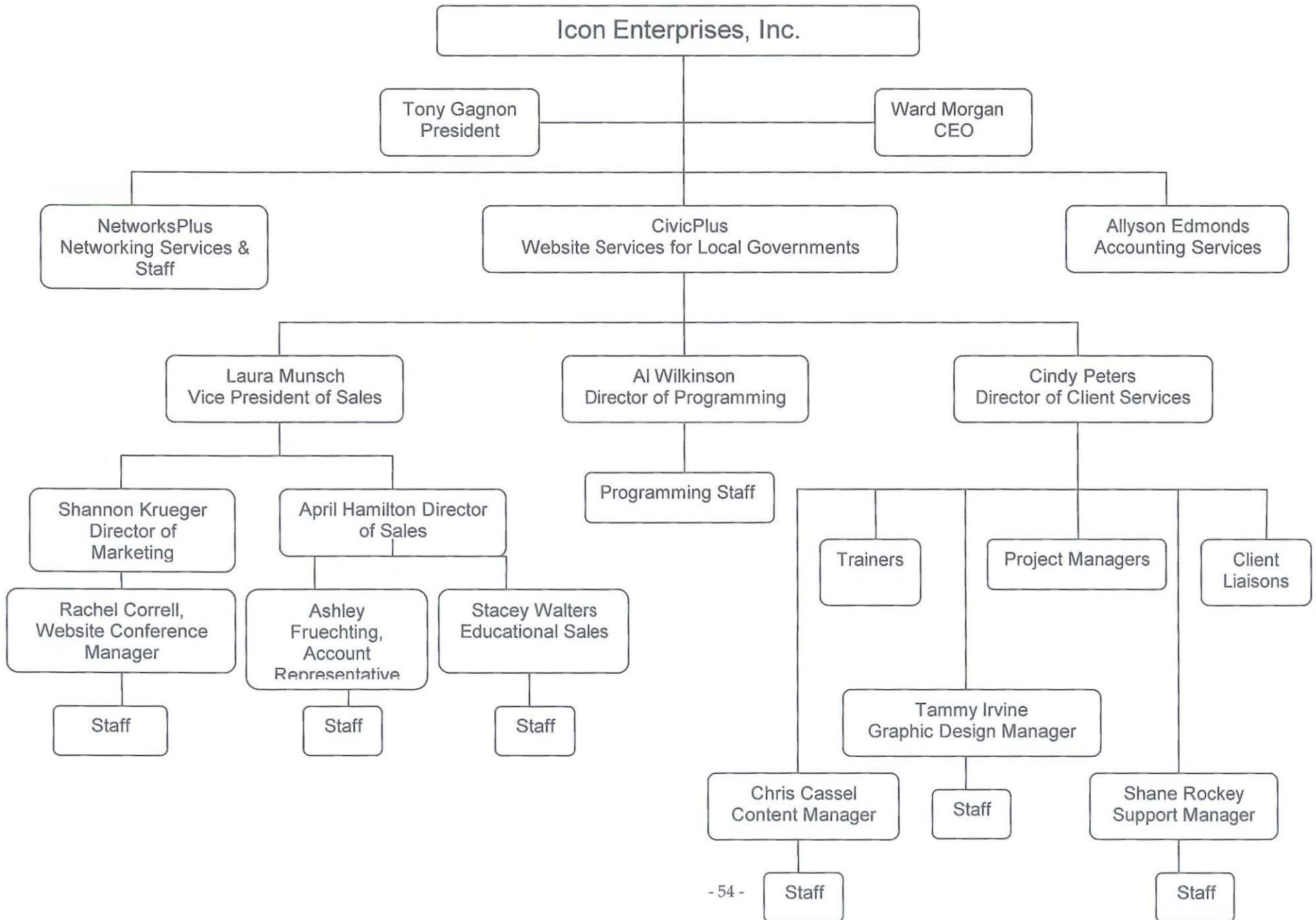
Employee Qualifications

Your project team will be with you every step of the way of the CivicPlus process. Their experience and dedication will ensure you are completely satisfied with the product and the end result.

Name	Years of Experience	Qualifications	Responsibilities
Directly Involved With Client			
April Hamilton <i>Director of Sales</i>	15	B.S. in Business Management and Ethics M.B. A.	Responsible for overall account management and satisfaction of clients, oversees product development and product marketing. Onsite business consultant and focus group lead.
Cindy Peters <i>Director of Client Services/Director of Project Management</i>	12	B.S. in Information Technology Management	Responsible for client's project management, directs all tasks and employees, assigns and manages timelines, provides quality assurance of project, and ensures completion of project.
Design Staff			
Tammy Irvine <i>Creative Director/Designer</i>	16	B.A. in Fine Art 16 Years Freelance Graphic Design	Initial design, site layout, communication with your employees, setup of initial pages, communicates with programmers about functionality of site, site design overview.
Shannon Kreuger <i>Director of Communications/Designer</i>	5	M.S. in Mass Communications and Journalism	Initial design, site layout, communicates with clients to maximize their website services.
Adrian Fleming <i>Designer</i>	8	B.S. in Fine Art 8 Years of Freelance Graphic Design	Initial design, site layout, communication with your employees, setup of initial pages, communicates with programmers about functionality of site, site design overview.
Jameson Sedlacek <i>Designer</i>	1	B.A. in Visual Communications	Initial design, site layout.

Training Staff			
Deb McNew <i>Lead Trainer</i>	14	B.S. Business Education, Masters in Adult Learning, Microsoft Certified	Trainer of Microsoft Word and CivicPlus product. Website review with client.
Harlan Bryan <i>Trainer</i>	8	Master of Music B.A. in Music Education	Trainer of Microsoft Word and CivicPlus product.
Page Development/Migration Team			
Joshua Ortiz <i>Content Developer</i>	2	Pursuing B.S. in Architectural Engineering	Page development and data entry.
Bruno Tizon <i>Content Developer</i>	1	B.S. Business Administration	Page development and data entry.
Chris Cassel <i>Content Developer</i>	1	Pursuing B.A. in Communications	Page development and data entry.
Carla Cassel <i>Content Developer</i>	1	Pursuing B.A. in English	Page development and data entry.
Krista Biddle <i>Content Developer</i>	1	Pursuing B.A. in Advertising and Public Relations	Page development and data entry.
Designated Support			
Shane Rockey <i>Customer Support</i>	5	Associates of Applied Science in Multimedia, Associate of Fine Arts	Responsible for answering customer and technical support questions.
Mike Smith <i>Project Manager</i>	9	Sykes Management Assessment Training	Responsible for setting and managing timelines, website projects, and customer satisfaction.
Robin Genschork <i>Project Manager</i>	1	B.S. in Management and Human Resources	Responsible for setting and managing timelines, website projects, and customer satisfaction.
Arica Sadowsky <i>Client Liaison</i>	2	B.S. in Apparel and Textile Marketing with an Emphasis in Business	Manages existing clients and projects.

Company Principals			
Tony Gagnon <i>Owner and President</i>	18	Microsoft Certified Software Developer, Web Developer and Client-Server Application Developer, B.S. in Electrical Engineering, M.B.A.	Co-Owner of Icon Enterprises, Inc. Programmer of CivicPlus services.
Ward Morgan <i>Owner, CEO and DNS Manager</i>	18	B.S. in Information Systems, MCSE, CNE	Co-Owner of Icon Enterprises, Inc. DNS manager.
Programming and Technical Staff			
Al Wilkinson <i>Lead Programmer</i>	6	B.S. in Computer Science	Programming Team Leader. Responsible for programming CivicPlus applications.
Jessie Ingram <i>Programming Coordinator</i>	5	B.S. in Computer Systems Technology	Responsible for answering customer and technical support questions.
James Louis <i>Programmer</i>	4	B.S. in Computer Science Masters of Software Engineering	Responsible for programming CivicPlus applications.
James Bless <i>Programmer</i>	6	B.S. in Computer Science	Responsible for programming CivicPlus applications.
Neil Kulbiski <i>Programmer</i>	2	B.S. in Management Information Systems	Responsible for programming CivicPlus applications.
Kendal Beattie <i>Programmer</i>	2	Computer Programming Diploma	Responsible for programming CivicPlus applications.
Chris Rochford <i>Programmer</i>	3	Independent coursework in web design and development	Responsible for programming CivicPlus applications.
Networks Plus Technical Support	Accumulated Experience of 40+ years	Multiple technicians who are Microsoft Certified Software Engineers with multiple years of technical support on a variety of Local Area Networks, Wide Area Networks and Internet Support	Maintain, monitor, and support hardware, and Internet connection to provide maximum up-time of your site.



Chapter 6: Proposal Exceptions

There are no expectations.

Fee Proposal

CMS Software Cost:	<u> \$4,000</u>
Website Design Services Cost:	<u> \$3,500</u>
Installation Services Cost:	<u> \$4,000</u>
Training Services Cost:	<u> \$10,500</u> (onsite training/lower cost options are available)
Hosting Services Cost:	<u> \$1,800</u>
Project Management Cost:	<u> \$5,500</u>
12 Months Maintenance Cost:	<u> \$7,200</u>
Total Cost:	<u> \$36,500</u>

Firm Name: CivicPlus

Address: 317 Houston Suite E
Manhattan, KS 66502

Signature: _____ Date: _____

Printed Name: April Hamilton

Title: Director of Sales

Phone Number: 888-228-2233 ext. 251

Provided below is a project estimate based upon your RFP. Others options might also be advisable for consideration. As you review your needs, you may decide some services will be phased in at a later time or you may decide to add more services earlier. A final project estimate is negotiable to best design a site that meets your communication goals and objectives.

Consulting, Design, Setup, Programming and Training Options	
One-time Cost (See Project Details)	\$27,500

Included Modules	
<input checked="" type="checkbox"/> Archive Center	<input checked="" type="checkbox"/> Opinion Poll
<input type="checkbox"/> Banner Development – Add'l banners	<input checked="" type="checkbox"/> Photo Gallery
<input checked="" type="checkbox"/> Bid Posting	<input checked="" type="checkbox"/> Quicklinks
<input checked="" type="checkbox"/> Bulleting Board	<input type="checkbox"/> Real Estate Locator
<input checked="" type="checkbox"/> Business Directory	<input checked="" type="checkbox"/> RSS
<input checked="" type="checkbox"/> Document Center	<input checked="" type="checkbox"/> Service Directory
<input checked="" type="checkbox"/> Dynamic Breadcrumbs	<input checked="" type="checkbox"/> Slideshow
<input checked="" type="checkbox"/> Dynamic Sitemap	<input checked="" type="checkbox"/> Staff Directory
<input type="checkbox"/> E-Commerce (See pricing options for E-commerce)	Admin. Modules & Services
<input checked="" type="checkbox"/> Events Calendar	<input type="checkbox"/> Additional Domains
<input checked="" type="checkbox"/> Facilities Locator and Reservations System	<input checked="" type="checkbox"/> Automated pdf converter
<input checked="" type="checkbox"/> FAQ	<input checked="" type="checkbox"/> Links Redirect
<input checked="" type="checkbox"/> Forms Development Tool	<input checked="" type="checkbox"/> Online Web Statistics*
<input type="checkbox"/> Intranet	<input checked="" type="checkbox"/> Printer Friendly/E-mail this Page
<input checked="" type="checkbox"/> Job Posting	<input checked="" type="checkbox"/> Rotating Content
<input checked="" type="checkbox"/> News Flash	<input checked="" type="checkbox"/> Search Engine Registration
<input checked="" type="checkbox"/> Notify Me Email Subscription	<input checked="" type="checkbox"/> Site Search & Entry Log
<input type="checkbox"/> Online Job Application	<input checked="" type="checkbox"/> Website Administrative Log
Content Management System and Website Management Include:	
<ul style="list-style-type: none"> • Mouse-over menu structure, author and publisher rights, options for site layout, rotating content, dynamic page components... • Online Editor – allows for online editing and page creation • Web Page Wizard – create web pages easily with preformatted options • Web Page Upload Utility – allows for the upload of web pages • Site Search log – allows you to research site search entries on your site • Action Items – items that need attention are automatically in a queue • Menu Management – add new menu items easily. 	

Project Details		Cost	Optional Add-on Cost
Objective 1: Establishing Your Site's Focus			
➤ Pre-Installation Consultation – Two (2) Days of Onsite Meetings		\$5,000	
<ul style="list-style-type: none"> Meet with decision leaders on strategic communication objectives for website. Interviews with departments (as indicated by client) and gather information. 	<ul style="list-style-type: none"> Assess workflow patterns and objectives. Compile data to create a strategic plan and recommendations to village. Deliverable: Strategic Plan and Website Recommendations based on specific client goals. 		
➤ Phase 1: Analysis and Timeline Development		\$500	
<ul style="list-style-type: none"> Identify custom modules and integration projects. Interviews with departments (as indicated by client) and gather information. 	<ul style="list-style-type: none"> Review current site statistics, if they are available. Establish project timeline. Coordinate the DNS transfer. Deliverable: Project Timeline and worksheets 		
➤ Phase 2: Website Design		\$3,500	
<ul style="list-style-type: none"> Creating a professional and attractive “look and feel” for the entire website. Creating the layout for each page which will incorporate photographs, graphic illustrations, topic headings and dynamic components. 	<ul style="list-style-type: none"> Modify design with input from client. Determine customization of modules or custom development projects and provide estimates for project changes Deliverable: Website Design 		
<i>Optional Additional Site Within A Site Design Layout</i>			<i>Add \$1,000</i>
<i>Optional: Two days of on-site meetings with decision-makers and consultants. Meeting with departments to review design, explain expectations, and to review information gathered from Analysis meeting. Estimate includes Travel related expenses.</i>			<i>Add \$6,400</i>
➤ Phase 3: Navigation Architecture Development		Waived – see RFP document	
<ul style="list-style-type: none"> Develop the global navigation and sub-navigation, persistent navigation, and resource links for the client’s website. 	<ul style="list-style-type: none"> Deliverable: Approved Navigation. <i>On-site consulting may be included with Website Design Phase.</i> 		
➤ Phase 4: Modules and Site set-up		\$3,500	
<ul style="list-style-type: none"> Setup dynamic elements on pages Additional modules may be established based upon recommendations in Phase 1. 	<ul style="list-style-type: none"> Deliverable: Setup a fully functional site, the software that runs the site, and statistical analysis for the site. (i.e. Module list below for list of services that will be included in annual fee) 		

Project Details		Cost	Optional Add-on Cost
Objective 2: Content Development and Page Layout			
➤ Phase 5: Content Development		\$3,500	
<ul style="list-style-type: none"> Develop sitemap as pages are being developed. Gather content worksheets from your departments and contact departments as needed for additional content. Develop new web pages as needed with assistance from client. Migrate existing content. 	<ul style="list-style-type: none"> Approximately 150 pages and supporting files will be developed. On-going review with your staff as major areas are developed. Deliverable: Setup a fully functional site that is ADA compliant, the software that runs the site, and statistical analysis for the site. 		Add \$2,700 for 100 additional pages Add \$12,500 for 500 additional pages
➤ Phase 6: Review and Test		\$500	
<ul style="list-style-type: none"> Make final revisions to website. Quality Assurance review of new website. Review on-going responsibilities of department heads and administrative staff. 	<ul style="list-style-type: none"> Deliverable: List of items that need to be addressed. 		
<i>Optional On-site Meeting before training. Meeting with department administrators</i>			Add \$1,500
Objective 3: Equipping Your Staff for Successful Website Maintenance			
➤ Phase 7: Training		\$10,500	
<ul style="list-style-type: none"> Provide onsite training to 20 employees who will be responsible for departmental updates. Provide training to main web administrator who will be adding levels to the main page and assigning rights to administer those pages. 	<ul style="list-style-type: none"> Training sessions will be scheduled for no more than 10 employees per session over a 4-day period. Consulting and hands-on training. Recommend staff bring "read world" examples, issues and work-flow process issues to training sessions. Provide training to main web administrator on the use of and interpretation of web statistics. 		

Project Details		Cost	Optional Add-on Cost
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Objective 4: Website Deployment			
➤ Phase 8: Go-live and Project Review		\$500	
<ul style="list-style-type: none"> Launch site 	<ul style="list-style-type: none"> Gather feedback from staff involved in project. Deliverable: Final project review report. 		
➤ Phase 9: Marketing		Included	
<ul style="list-style-type: none"> Registration of site with all major search engines. 	<ul style="list-style-type: none"> Press Release to market new website. 		
Phase 10: On-going Consultation		Included	
<ul style="list-style-type: none"> Site review and Consulting. Layout, design and content recommendations. 	<ul style="list-style-type: none"> Recommend site enhancements for improved site visitor interaction. Strategic phone site review on anniversary date of "go-live". 		
Total One-time Cost		\$27,500	Varies

*additional fees if client hosted solution

Site Development – Additional Recommendations Modules and Development Options	One Time Fee	Optional Service Agreement /Annual Recurring
People Spotlight – volunteers, teams, #1 MVP (most valuable player), etc.	\$1,200	\$600
Intranet	\$750	\$1,200
Real Estate Locator	\$2,500	\$3,000
Online Job Application System	\$9,500	\$1,800
Emergency Alert System – when activated 1) Displays emergency announcements prominently on every page of your website 2) Sends alerts to e-mails, cell phones and pagers via text message	\$5,000	\$600
Where Do I... assist residents finding information by address	\$5,500	\$1,200
2 days Additional Training and retraining performed 6 months after go-live (includes travel expense)	\$6,900	N/A
Request Tracking and Management – allows visitors to report issues and creates a work order/work flow system tracking issues and status. Self-service customer service center.	\$9,500	Varies by number of administrative users
Spanish Translation (cost per page for hand-translation)	\$125/page or \$1,000 for 10 pages	N/A

Spanish Translation Options	
System Translation using Software <ul style="list-style-type: none"> • Installation of Automatic Spanish Translation Service (e.g. Systran) • Other options may be available. Pricing subject to change. 	Add \$2,000 Annual Fee Increase of \$6,075 <ul style="list-style-type: none"> • Deliverable: Setup up a toggle for automatic translation of page content to Spanish
OR	
Hand Spanish translation of select pages (hand-translation of 100 pages) <ul style="list-style-type: none"> • Hand translation allows for content to be translated in its meaning instead of a verbatim translation provided by System Translators. \$125/page or \$1,000 for 10 pages • Toggle for selected pages and translation would be provided. We would recommend method that http://tx-delrio.civicplus.com (under development) used for Spanish translation. 	Add \$10,000

CivicPlus provides pricing that is project-based and not necessarily based upon an hourly rate or total number of hours. However, CivicPlus does provide ad hoc services at the following hourly rates.

Service	Rate	Discounted Rate
Programming	\$125/hr	\$105/hr
Graphic Design	\$115/hr	\$95/hr
Logo Development	\$125/hr	\$105/hr
Content Development	\$75/hr	\$60/hr
Content Writing	\$125/hr	\$105/hr
Project Management	\$140/hr	\$115/hr

Recommended Options for Ongoing services

	Standard Host Option	Ultimate Service Host Option
Recurring Annual Hosting Fee	\$1,800	\$1,800
Optional Annual Maintenance and Updates	N/A	\$2,400
Optional Annual Unlimited Support and Unlimited Upgrades	N/A	\$4,800
Recurring Annual Fee	\$1,800	\$9,000
Hosting Services		
Data Hosting & Data Backup	✓	✓
Patch Maintenance	✓	✓
Site Monitoring	✓	✓
Offsite Storage of backup	✓	✓
Data Recovery from Tape	✓	✓
Intrusion Detection and Prevention	✓	✓
Anti-virus Protection	✓	✓
DNS Consulting, Hosting and Maintenance	✓	✓
Router Monitoring	✓	✓
CivicPlus Upgrades and Maintenance		
Upgrade Hardware		✓
Upgrade System Software		✓
CivicPlus Application & Modules		
Upgrades		✓
Fixes		✓
Improvements to usability		✓
Integration		✓
Testing		✓
Development		✓
Website Statistics		✓
Usage License		✓
Support		
Unlimited 24/7 Support		✓
Dedicated support personnel		✓
3-hour response		✓
Proactive support for updates and fixes		✓
Highly rated by clients		✓
Online training manuals		✓
Monthly newsletters		✓

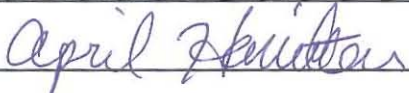
Website Content Management System FEE PROPOSAL

CMS Software Cost:	<u>\$4,000</u>
Website Design Services Cost:	<u>\$3,500</u>
Installation Services Cost:	<u>\$4,000</u>
Training Services Cost:	<u>\$10,500</u> (onsite training/lower cost options are available)
Hosting Services Cost:	<u>\$1,800</u>
Project Management Cost:	<u>\$5,500</u>
12 Months Maintenance Cost:	<u>\$7,200</u>
Total Cost:	<u>\$36,500</u>

Firm Name: CivicPlus

Address: 317 Houston Suite E

Manhattan, KS 66502

Signature:  Date: 7/9/07

Printed Name: April Hamilton

Title: Director of Sales

Phone Number: 888-228-2233 ext. 251

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, April Hamilton, being first duly sworn certify
and say that I am Director of Sales
(insert "sole owner," "partner," "president," or other proper title)

of CivicPlus, the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any
unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the
Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or
of the United States.

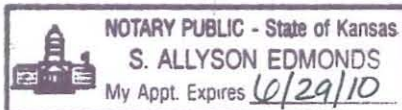


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 09 Day
of July, 2007.



Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

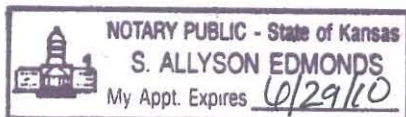
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

April Hamilton, having submitted a proposal for
CivicPlus (Name of Contractor) for
Website Design/Hosting (General Description of Work Proposed on)
to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: April Hamilton
Authorized Agent of Contractor

Subscribed and sworn to before
me this 09 day of July, 2007.

S. Allyson Edmonds
Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites

by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: April Hamilton

ATTEST: April Hamilton

DATE: 7/9/07

TAX CERTIFICATION

I, April Hamilton, having been first duly sworn depose and state as follows:

I, April Hamilton, am the duly authorized agent for CivicPlus, which has submitted a proposal to the Village of Orland Park for

Website Content Management System and I hereby certify
(Name of Project)

that CivicPlus is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

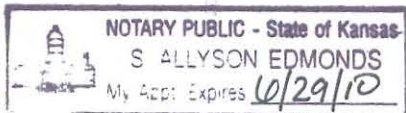
- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: April Hamilton

Title: Director of Sales

Subscribed and Sworn to
Before me this 09
Day of July, 2007

S Allyson Edmonds



REFERENCES

(Please type)

ORGANIZATION City of Elgin, IL
ADDRESS 150 Dexter CT
CITY, STATE, ZIP Elgin, IL 60120
PHONE NUMBER (847) 931-6085
CONTACT PERSON Sara O'Riley, MIS Training Specialist
DATE OF PROJECT November 2004

ORGANIZATION City of Burnsville, MN
ADDRESS 100 Civic Center Pkwy
CITY, STATE, ZIP Burnsville, MN 55337
PHONE NUMBER (952) 895-4673
CONTACT PERSON Jim Skelly, Communications Coordinator
DATE OF PROJECT October 2006

ORGANIZATION University City, MO
ADDRESS 6801 Delmar Blvd
CITY, STATE, ZIP University City, MO 63130
PHONE NUMBER (314) 505-8530
CONTACT PERSON Leisha Meine, IT Coordinator
DATE OF PROJECT October 2006

Proposer's Name: April Hamilton
Signature: 

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing proposer's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident, \$500,000 – Policy Limit
\$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

GENERAL LIABILITY (occurrence basis)

\$1,000,000 – Each Occurrence
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

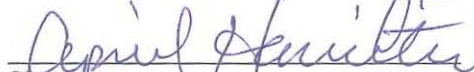
\$2,000,000 – Each Occurrence
\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify **“The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.”** If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a **“Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s.”** **The certificate of insurance shall also state this information on its face.** Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words **“endeavor to”** and **“, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives”** must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village’s relationship with the selected proposer and the proposal will be awarded to the next highest rated proposer or result in creation of a new request for proposals.

ACCEPTED & AGREED THIS 9 DAY OF July, 2007


Signature

April Hamilton, Director of Sales
Printed Name & Title

Authorized to execute agreements for:

CivicPlus
Name of Company



Additional Information

For the Proposal For:
Village of Orland Park

Website Content Management System

July 20, 2007

Developed By:
April Hamilton, M.B.A.
Director of Sales
hamilton@civicplus.com

Icon Enterprises, Inc., dba CivicPlus
317 Houston St. Suite E
Manhattan, KS 66502

1-888-228-2233 ext. 251
Cell: 1-785-341-0456
Fax: 1-785-587-8951
www.civicplus.com

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CivicPlus Website Management System

Developed for organizations that have a need to update their site frequently, CivicPlus provides a powerful content management structure and website menu management system. The system allows non-technical employees the ability to easily update any portion of your website instantaneously. The CivicPlus Website Management System utilizes Microsoft SQL Server, ASP, JavaScript, and HTML are used for the web development.

No HTML knowledge is needed to update your website. If desired, HTML code can be used throughout the website for advanced users.

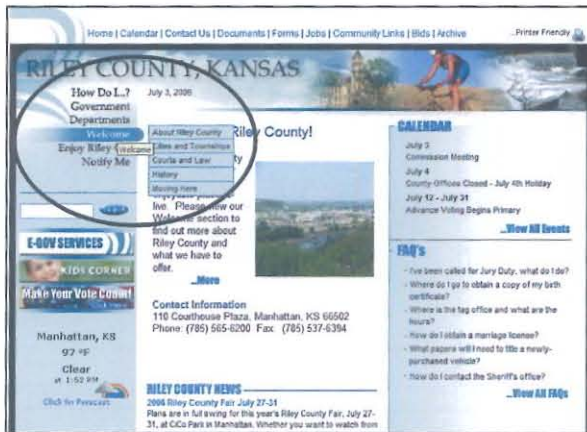
With extensive web applications in place and continual development, our clients are the proud owners of their website and are excited to be part of the CivicPlus community.

Additional benefits of CivicPlus include version control, levels of rights for users, searchable data, customer self-service, instantaneous updates, security, and much more.

Each website begins with a unique design developed to meet your specific communication and marketing goals. Features and capabilities are added and customized as necessary.

Navigation Options

CivicPlus provides many different navigation structures and options. A few are presented here.



Dynamic Layout

The layout for your website is determined by you and the designer. Placement of navigation and dynamic areas are important to aid site visitors in finding key information quickly and easily. Our consultants will make recommendations based upon user studies and best practices for websites.

Dynamic Page Components

Events Calendar, FAQs, Opinion Poll, News Flash and other new features may be established as dynamic page components. Dynamic Page Components may be placed on any page and will help areas of the site appear as their own "website". For example, the entry page for your Parks and Recreation department may provide an area with their list of events, FAQs, and news announcements.

Dynamic Breadcrumbs

When a user visits your site, Dynamic Breadcrumbs are used to show their location within the website. Breadcrumbs are automatically generated by the CivicPlus system. This feature assists a site visitor in understanding the site structure and in navigation.

Dynamic Site Map

The dynamically generated site map automatically updates itself to your menu system. So if a menu item is renamed, added, or deleted in your navigation then the site map will reflect those changes.

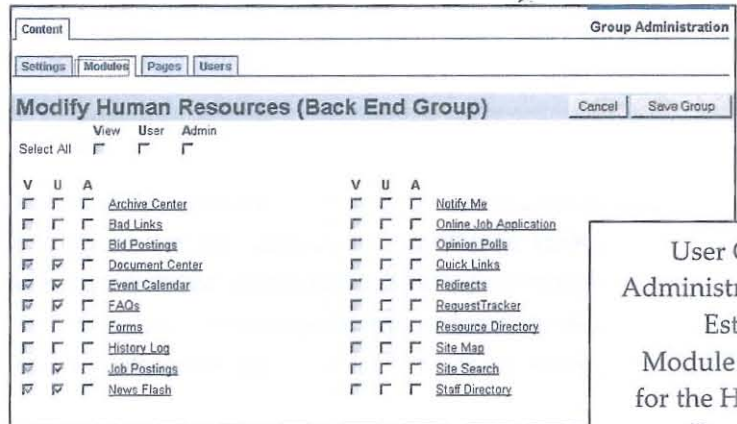
Unlimited Navigation Options

We work with you to determine the best navigation setup for your needs. Unlimited pages can be created with the CivicPlus system and there is no limit to the depth of pages that can be created.

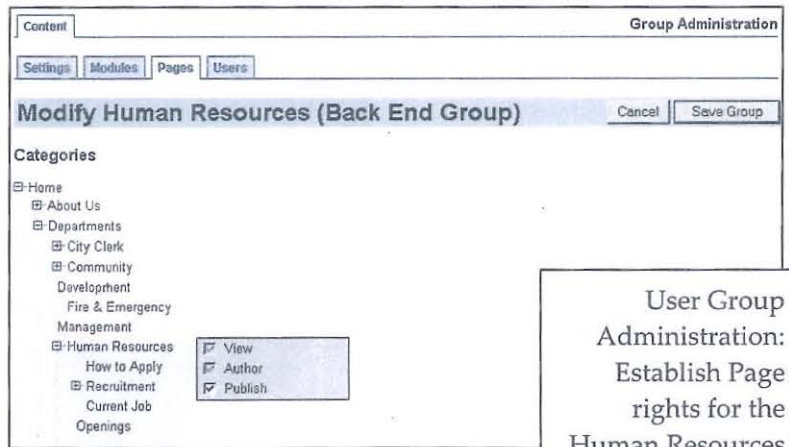
Levels of Rights

Most information is constantly changing and needs to be updated frequently. With CivicPlus, each department is capable of updating their own content. Even though each department can update their department's information and web pages; the menu structure, top of page, banner and navigation through the site remains the same.

A central administrator is given the ability to establish groups with specific rights and capabilities to update the website. Users are then assigned to groups based upon the role that person will have in updating the website.



User Group Administration: Establish Module rights for the Human Resources



User Group Administration: Establish Page rights for the Human Resources

Users of the administrative system may be defined as publishers or authors, and as administrators of modules. A central publisher for each department can then approve the pages.

Within each Module, granular security is also provided. This allows each category within the module to have its own user groups assigned to update this area.

Job Categories			Job Postings	
Category Title	Subscriber Count	Job Count	Actions	
Unpublished Categories There are no unpublished Categories.				
Published Categories				
Managerial	0	5	Choose an Action	
Seasonal	0	1	Choose an Action	
Administrative	0	1	Choose an Action	
Public Safety	0	2	Choose an Action	
Skilled Trades	0	1	Add Job Copy Link	
Information Technology	0	2	View List	
Parks and Recreation	0	1	Subscribers Unpublish	
Police	0	0	Properties	
Fire	0	0	Delete	

Job Categories

Return to Categories

Modify Job Category Cancel Save

Last modified by Website Administrator on 4/6/2006 10:07:15 AM

List Details Messages Related Pages

Details

Category Name: Administrative

Description: These are administrative positions such as administrative assistants, data entry clerks, and so on.

Allow Subscribers: Yes

Permissions View Author Publish

V	A	P	V	A	P	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	System Administrator
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Human Resources
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sales

An Action Item queue provides links to website administrators when information is waiting to be published or reviewed.

- Action Items:**
- [Publish Modules](#)
 - [Online Job Application](#)

Modules waiting Publication

Module (Submitted Count)

Event Calendar (1)
RequestTracker (47)

Extensive Site Administrative Controls

System administrators may review many facets of the website. Administrative tools like Login History, Website Log, and Bad Links allow the administrator to review the website administrative procedures.

Redirects allow the administrators to easily establish a direct path to a page within the website.

Our unique Site Search Log offers tremendous value to decision-makers concerning placement of information on their homepage.

The CivicPlus Website Management System captures and processes referrals to pages that cannot be displayed (404 errors). The system allows the site visitor to make a note concerning how they reached this page. This feature allows you to track down old links from other sites or your own website.

Dynamic and Easy to Update

Pages can be easily updated with the CivicPlus Content Management System. Content can be scheduled for display on the website and removal from the website in order to ensure the timely posting of data.

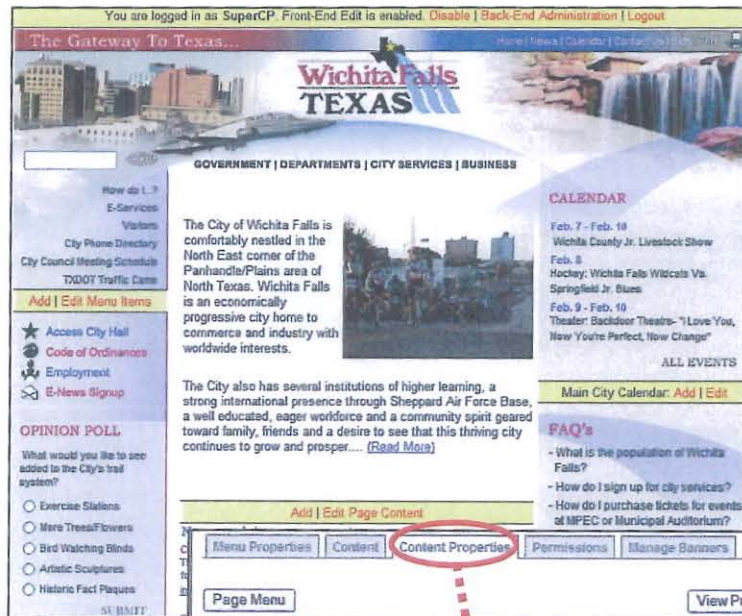
Department administrators will be trained on the basics of using pictures and graphics on the site. Standards that ensure pages load quickly will be stressed in the reference materials and training sessions.

Front-End Edit Links

Front-end edit links allow you to have control over your website by linking portions of the front-end to the back-end. You can locate the page or module you are working on in the front-end and with the click of a link, you can jump directly to the published content on the back-end so that you can make your changes. After making any desired changes, you can return to the front end with the click of a button.

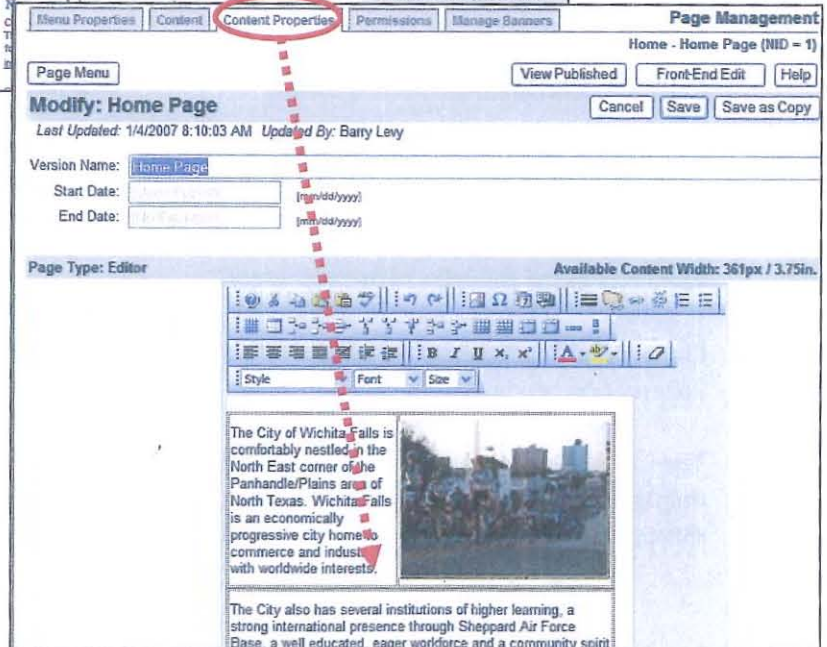
Step 1

Click on the area of the website that you wish to edit.



Step 2

Make immediate changes to the website, then click Save.



Modules

Modules are constantly being developed that meet the needs of our clients. Modules are displayed according to the client's specifications. Custom modules may also be developed that will interact with existing databases. A partial list of the most popular modules follows.

Calendar

The calendar allows administrators to set up calendar items and recurring events for multiple months in advance with short descriptions and hyperlinks to display the details of the event. The calendar recognizes the current date as the starting date for display of events and provides easy navigation to future events.

Multiple calendars are available with customizable dynamic categories/types of events.

Mini-Calendar: You may choose to have *any* page on your site display the most current calendar items in a special content area. The Mini-Calendar is a dynamic page element and may be placed anywhere on a page.

Title:	Town Council Meeting
Date:	January 2, 2006
Description:	7:00 p.m. in Town Council Chambers Broadcast Live on KCAT Channel 15
Address:	110 E. Main Street Los Gatos, CA 95030
Location:	110 E. Main Street
Hours:	1st and 3rd Monday at 7:00 p.m.
Contact:	(408) 354-6832 Email: manager@losgatosca.gov
Cost:	Free to public
Link:	[More Information...]

Home Page's Mini

CALENDAR

Jan. 5
[Main Street Advisory Board Meeting](#)

Jan. 9
[Civil Service Commission Meeting](#)

Jan. 9
[Moody Museum Advisory Board Meeting](#)

[\[View All Events\]](#)

Library's Mini

Taylor Public Library
promoting a life-long love of reading

- [Location and Hours](#) - Library Books at City Hall.
- Plans for a New Library are underway
- [Library Brochure](#) - quick information in a printable format.
- [Book Renewal](#) - send a message to receive a reply with new due dates.
- [Go Wireless](#) at Taylor Public Library

Featured Events:

Unique to CivicPlus, Featured Events allow you to highlight future events that are not scheduled to display in the current month. You can draw attention to an upcoming event. This is an item originally requested by one of our clients. All of our clients may choose to take advantage of the upgrade ideas of others with no additional development or implementation fees.

FEATURED EVENTS

Feb. 10
[Friends Friday Forums - Silicon Valley Reads](#)
The souvenir - a daughter discovers her father's war / by Louise Steinman has been selected as a Silicon Valley Reads title, and the author will give a presentation on her work. Copies of this title are available at the Library.

Apr. 28
[National Arbor Day Celebration](#)
Attend tree planting ceremony - observe or help plant a tree. Bring a picnic lunch and enjoy your park visit!

MAIN CALENDAR

January 2, 2006 Date: All Calendars

January 2006						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

January Events:

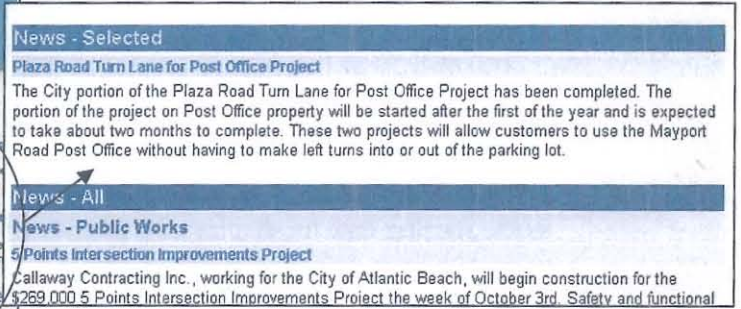
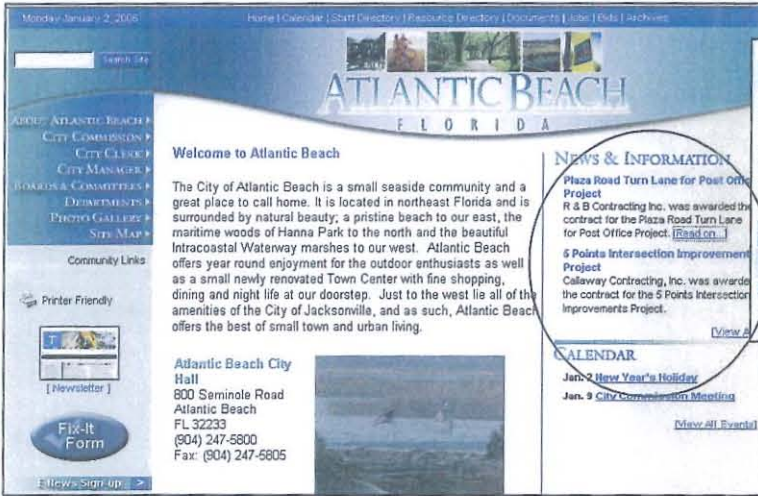
- [Library \(27\)](#)
- [Town Government Calendar \(4\)](#)

Calendar supports multiple views, including a monthly view that displays all events in a month.

News Flash

The News Flash Module provides your website with an area on the home page where “hot” information is posted. Any department may utilize News Flash for posting information that is very timely and short in length.

The information that may be posted here might include a change in meeting location, results from an election, rainout announcement for sports fields, etc. News Flash is a dynamic page element that may be placed on *any* page. Each News Flash item has its own begin and expiration date.



Archive Center

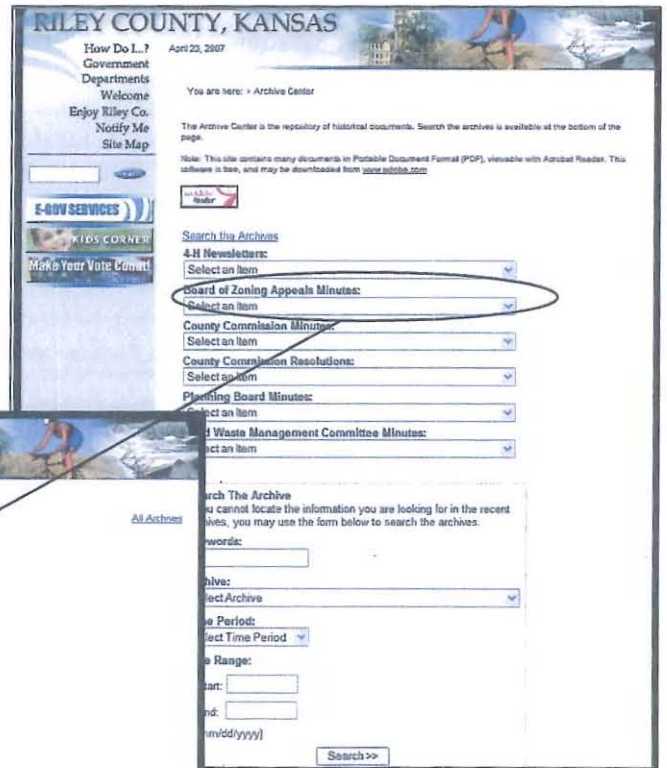
Unique to CivicPlus, the Archive Center was developed specifically for minutes, agendas and newsletters. These items may be posted to a single location.

Site visitors have the opportunity to view the most recent page (minutes, agendas, or newsletter), a list of pages relative to that archive center or a printable version of the archived item. Visitors may also search on a specific archive center.

The archive center is a huge timesaver for website administrators. Site administrators only need to upload an item once and the unique functionality of the

Archive Center does the rest of the work. The Archive Center displays the item in date order and automatically updates the link that

refers to the most recent uploaded item in the Archive Center.



Staff Directory

The Staff Directory offers a valuable resource to site visitors by providing contact information of your employees. This directory will decrease the number of calls to customer support requesting contact information.

Website users can search the directory for a specific employee by last name, first name, and by department. Employee names will also be found in the Site Search if they are in the directory.

E-mail addresses are blocked from e-mail harvesting programs



Community Development
 110 E. Main Street
 Los Gatos, CA 95030
 Phone: 408-354-6872
 Fax: 408-354-7593
 Email: planning@losgatosca.gov

The Community Development Department is responsible for all current and advanced planning, redevelopment, code enforcement, building inspection, and other development-related activities.

[Click Here for Maps and Directions](#)

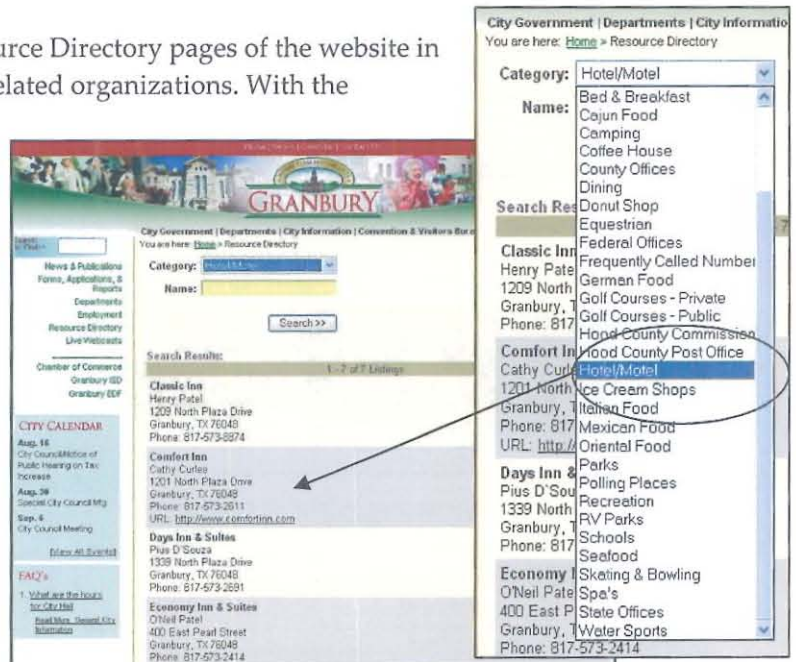
Department Staff			
Name	Title	Email	Phone
Lortz, Bud	Community Development Director	planning@losgatosca.gov	408-354-6872
Tsuda, Randal	Assistant Dir. of Com. Dev.	rtsuda@losgatosca.gov	408-354-6808

Business/Resource Directory Module

Site visitors may use the Business/Resource Directory pages of the website in order to find information and links to related organizations. With the Business/Resource Directory Module, site visitors can search by business name, business category, zip code, area code, or city.

The Category drop-down items are defined by you and are based on your needs and use of this area.

Other information such as a brief description, a link to a map of the location, address, phone, email and a link to the business' site can also be provided.





Opinion Poll Module

This module allows you to interact with your site visitors. We recommend that the poll questions be non-controversial items. The results may be used to provide website decision-makers with valuable information in order to make sound decisions.

Document Center

The Document Center allows for a variety of documents, e.g. PDF, spreadsheets, pictures, video files, etc. to be

downloaded or viewed by the end user. This allows easy access for site visitors. Instead of bogging down your employees with requests for documentation, site visitors can locate the forms and documents they need.

Your employees can easily add new documents and direct residents to the information they requested online, without sending out any extra paperwork or an unneeded trip to your office.

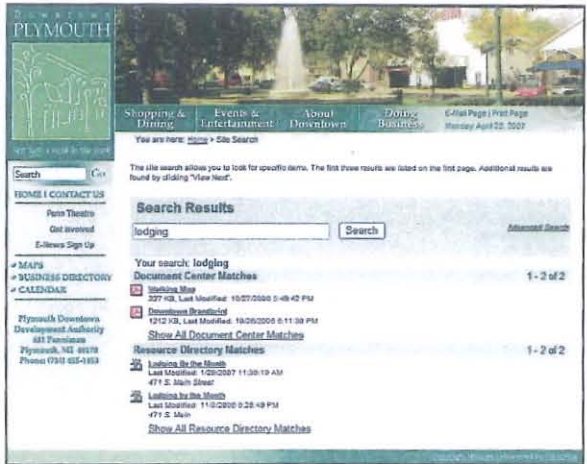
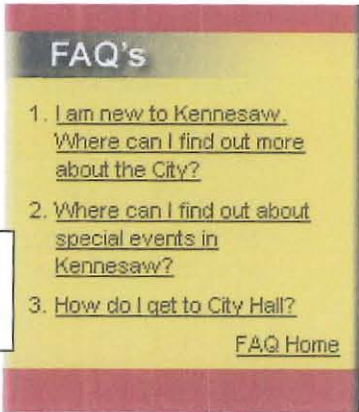
A tremendous time-saver for your employees and for site visitors!



Frequently Asked Questions

One of the benefits of being a CivicPlus hosted user is the addition of modules and services. FAQ management was rolled out to CivicPlus users at no extra charge. FAQ's may be added to any page. Each FAQ has its own beginning and expiration date. FAQs may also be configured as a dynamic page element.

Top 3 FAQ's appear on homepage, full list appears when FAO



Site Search

Site visitors can perform a search of the site for information. The search will search through web pages, Microsoft files, PDF documents, alerts, calendar items, etc.

The site search organizes the results by the type of information (calendar item, web page, Microsoft files, PDF documents, etc.)

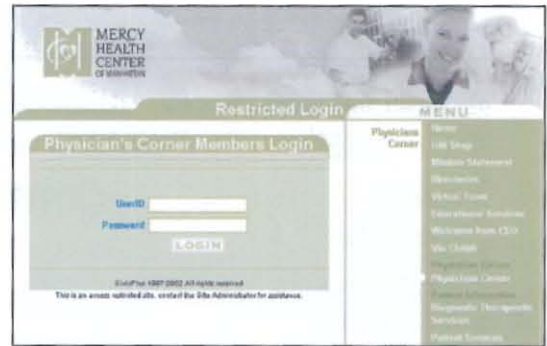
Intranet/Extranet

Private Sites (Intranets) may also be established by the system administrator. This would be useful for your employees or other groups that need to share non-public resources with your staff.

Notify Me Module

Visitors can sign up to be notified via e-mail about activities, meetings, and services. Users can subscribe to multiple lists at once and unsubscribing is easily accomplished by simply following a link from one of the e-mails. An example of this service may be offered to parents of specific sports, people who want to be involved in certain meetings or people who want to be kept informed about the results of certain activities. This service is currently integrated with job and bid posting.

Notify Me supports HTML and plain text versions of messages. When creating an email in Notify Me, you can use the online editor to include your site styles and formatting. Messages can be sent in both HTML and plain text versions to accommodate all email readers, cell phones and other devices. Subscribers also have the option of choosing which format they would like to receive. These features make Notify Me an excellent and valuable Emergency Communication Tool.

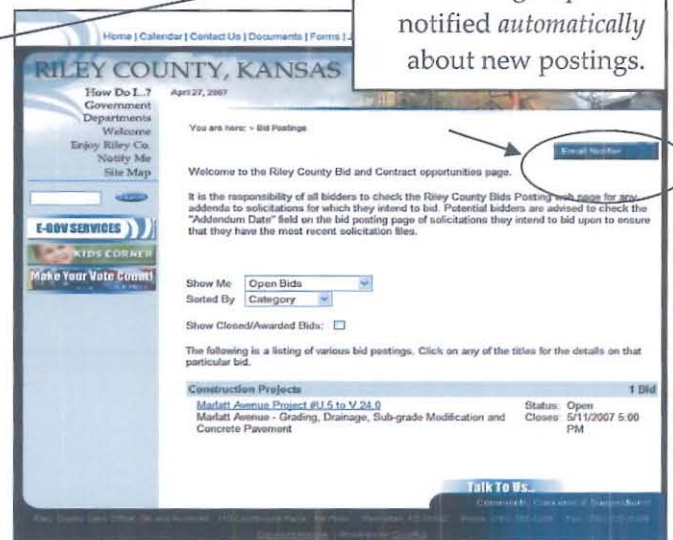
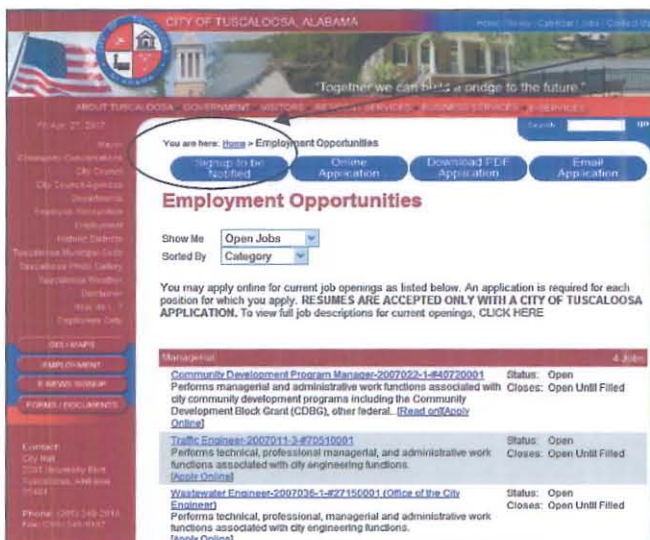


Job Posting/Bid Posting

These modules allow for jobs and bids to be displayed on the website and removed automatically with an end date. The website visitor can sort the jobs by date or job type.

An interested person can sign up to be notified of new jobs or bid announcements. The new job or bid is automatically e-mailed when a new entry is posted.

Interested site visitors can sign up to be notified *automatically* about new postings.



Online Job Application System

Logged in as: demo [Logout](#)
 Selected Job: Assistant Town Manager [View Job Listings](#)

[Submit Application](#) [Preview Application](#) [Edit Profile](#) [View My History](#)

Profile:
 [Login/Email](#)
 [Contact Information](#)
 [Application Information](#)
 [Education Information](#)
 [Employment Information](#)
 [Optional](#)

Actions:
[Submit Application](#)
[Preview Application](#)
[Edit Profile](#)
[View My History](#)
[Logout](#)
[Job Listings](#)
[Email a Resume](#)
[Upload Resume](#)

Contact Information

Last Name*:
 First Name*:
 Middle Name:
 Residence Address*:
 City*:
 State*:
 Zip Code*:
 Mailing Address (if different from residence address):
 address):
 City:
 State:
 Zip Code:
 Telephone Number*:
 Cell Phone #: (xxx) xxx-xxxx

* = Required

Clicking Save, Previous or Continue saves your answers.


Applicants can easily apply for jobs online, manage their information and review previous submittal of applications.

Your staff can easily review time and date stamped applications.

Conditions of Employment
 Please read carefully before signing.
 You must sign this statement to be considered for employment.

I, the undersigned, certify that all information given by me in this application is true. I understand that false information (misrepresentation or omission of information) will disqualify me from employment or cause my subsequent dismissal. I authorize investigation of all statements contained herein. I also authorize the employers and/or references listed to release any and all information concerning my current and previous employment and any pertinent information. Additionally, I release all parties from any liability for any damages that may result from furnishing such information. In submitting this application, I further understand that all application materials provided become public record and property of the City of Flagstaff and will not be returned. Public records are required by law to be made available during normal business hours to any person, including the news media.

Applicant's Signature Date

 This application may be made available in an alternative format upon request by calling the Human Resources Division at (928) 779-7698.

Revised 5/03

The City of Flagstaff is an Equal Employment Opportunity/Affirmative Action Employer.

RequestTracker System

The RequestTracker System offers site visitors a method to easily report requests and to track the status of the problem.

The RequestTracker System makes it easy to:

- Add comments and action items
- Reassign the problem
- Review the history of the issue
- Send messages to the constituent
- Close the request
- Print statistics and reports
- Print work orders

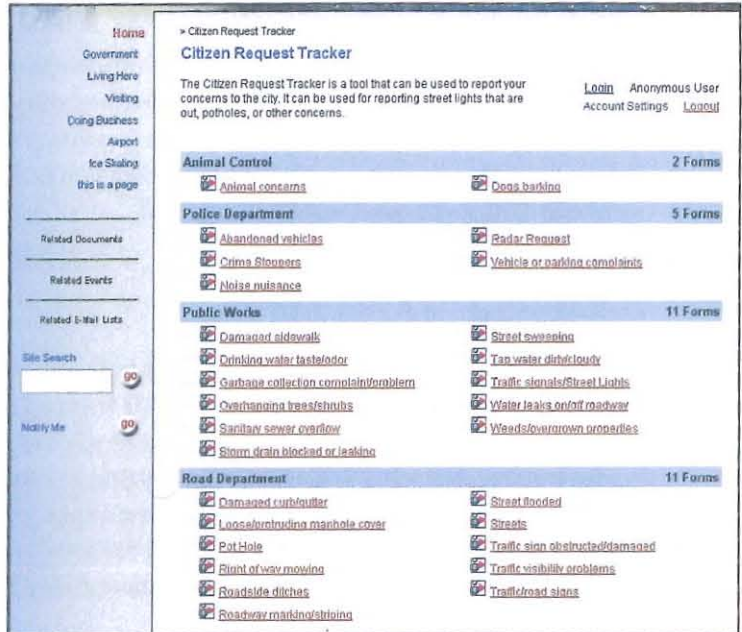
Allowing your visitors to report problems and provide feedback through your website, the Request Tracker System provides a standardized method of reporting along with a proven process of report tracking that allows your site visitors to interact with your staff any time of day. For example, if a streetlight goes out, a site visitor can report the problem immediately, and they can view the progress of their report online as your staff designates priority, assigns it to a staff member for rectification, and resolves the issue.

Another feature of the Request Tracker System is the ability to generate statistics and reports. Your visitors' requests are tracked through a database, and you can easily view the number of reports for a given issue, the frequency of reports from a given requester, and many other statistics.

Finally, the Request Tracker System is an excellent tool for managing requests of your constituents. Problems reported over the phone can be manually entered into the system for increased efficiency. Marketing the Request Tracker System as the primary tool for communication on problems and requests in your area will allow you to reduce staff time spent on addressing issues by hand, and it will allow your constituents to interact with your staff at any time of day.

E-commerce

The E-commerce module works on the shopping cart principle. Visitors can register for classes and activities online, order records, or pay utility bills. A catalog of activities may be organized in a variety of ways. One of CivicPlus' e-commerce options is an outsourced service provided by www.mycart.net



E-commerce Recommendations

CivicPlus recommends that our clients phase in E-commerce in order to determine its feasibility.

Phase 1 – use of a service-based E-commerce service like the one pictured above for a catalog of items and services. Orders may still be processed manually into your existing internal systems.

Phase 2 – Integration of an E-commerce system with your existing systems.

Phase 3 – Purchase internal systems that support and offer web-based interactivity for complete transactions.

Our clients are using this for a variety of services or products.

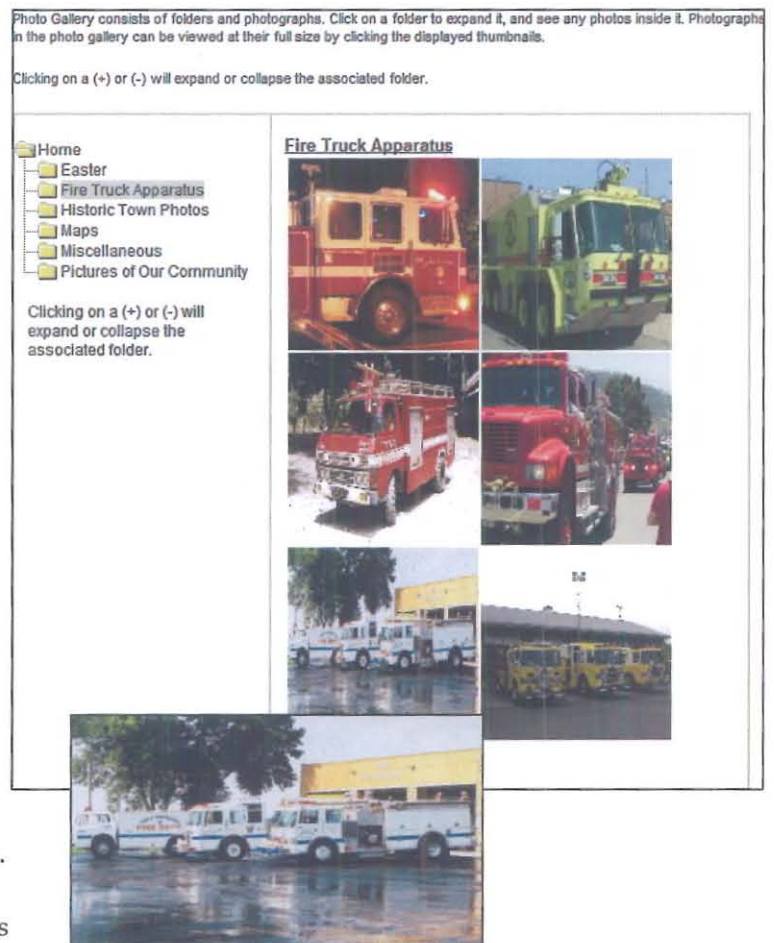
Photo Gallery

The Photo Gallery module is designed to allow you to store photographs and display them as thumbnails, enabling you to click on the thumbnails to see the full-sized image.

Pictures are stored much like documents in the Document Center, and folders maintain organization. Pictures are limited to .GIF, .JPEG, .JPG, and .PNG formats for best quality, and must be under 250KB each.

You can use the Picture Gallery to display pictures relating to your website, which might be out of place on a regular page. For example, the Fire Department could have a gallery of pictures of all of their fire trucks. This allows for fast-loading and a clean appearance of the Fire Department page, but allows you to display the pictures in a central location where speed issues are not such a problem.

Like the Document Center, you can store as many pictures in as many folders as you like.



GIS Integration Option

CivicPlus, in partnership with Full Circle Technologies, provides a turn-key web-enabled GIS solution. Putting your GIS on the web had been complicated and expensive before VectorEyes. Now it's easy and surprisingly cost-effective to manage your new web GIS with VectorEyes. No technical GIS or IT expertise is needed.

Personnel can take their laptops and hand-held computer devices into the field, work with the GIS data, update the data offline, and hot-synch it when they get back to the office or to a network connection, all without any expensive, proprietary GIS software running on their mobile computer devices.

GIS files can be quickly converted for use on your website.

No need for server installation or timely custom development.

Website visitors can interact with your maps and drawings *without* the need for a plug-in.

If you have ongoing GIS needs, such as parcel or property updates, or the creation of new GIS layers from paper maps, Full Circle provides complete GIS services to build highly accurate GIS maps for you on any major GIS software platform.



Works with ESRI, AutoCAD and MicroStation

RSS Feeds



RSS stands for Real Simple Syndication, and in short, it is a way of notifying visitors of your website of changes that are made. When a user signs up for RSS feeds, they will receive notification of new news items as they are released, without having to visit the website.

RSS begins with downloading a reader and subscribing to the feed. Then, as often as the website is updated, you receive notifications of these updates.

Administrative Modules

Link Redirects

Even though our pages are dynamic and use numeric ID's for their address, you may create *redirects* that will send visitors to a page within your website. This is very helpful for areas that need to market their area of the website. With our Redirects modules, you can simply create a redirect that is easy to remember. Instead of sending your users to <http://www.civicplus.com/index.asp?NID=3>, you can send them to <http://www.civicplus.com/features>.

History Log

With this module you can easily track changes made to your website by all of your users. The History Log Module allows you to track changes made to items in your Page Menu, Archive Center, Document Center and more. History Log Module makes tracking website pages less time consuming and more detailed.

Site Search Log

The Site Search Log lets you review the words that have been entered into the search box on your site. This invaluable feature can help you determine if you need to restructure your site navigation to increase its ease of use. You determine the date range and you are shown what terms were searched, how many times they were searched, and the date and time they were searched. *Very valuable* for determining what your site visitors are missing.

Bad Links Identifier

You may not be aware of any broken links on your website, but your guests are. This module creates a list of the broken links on your site when they are accessed. It also allows a site visitor the ability to enter comments concerning how they accessed the page. This module provides a list of all of the links that were typed in that were incorrect and helps identify the sites or pages that are referring to a bad link.

Maintenance, Support, Hosting and Monitoring

Your website will be maintained and monitored by Microsoft Certified Software Engineers and Microsoft Certified Software Developers. The following will be performed on the servers:

- ◆ Updates to the CivicPlus software will be performed in order to continue to improve the service.
- ◆ Technical Support concerning the use of CivicPlus will be provided.
- ◆ An e-mail newsletter with tips on how to get the most out of CivicPlus is provided on a regular basis.
- ◆ A Search Engine Registration Schedule may be included with the regular maintenance.
- ◆

Hosting Information

Physical Security:

Entrances - Proximity card key system prevents unauthorized access.

Closed Circuit Video - High resolution camera system with time lapse recording covering all secured areas.

Visitor Access - All visitors require a full-time escort within the hosting area.

Power:

All systems are fed by Uninterruptible Power Supplies (UPS's) with natural gas-powered generator backup.

Bandwidth:

97Mbps Bandwidth

Multiple carriers (AT&T and Qwest and Cox) provide redundancy for continuous connectivity.

Qwest is 6Mbps over an MLPPP connection

AT&T is 6Mbps over an ATM connection, 45MB/s fiber optic network

Cox is 40Mbps fiber optic network

Routers and switches automatically balance Internet load between carriers.

Redundant Cisco routers running HSRP (Hot Standby Router Protocol).

Monitoring:

24x7x365 monitoring of all critical components including Internet connectivity, servers, routers, switches and power systems.

Backup:

Tape backup performed daily.

Off-site tape archive.

AntiVirus:

Continuous scan system.

Signature files auto-updated every 4 hours from national registry.

Data Security:

Server Operating System updates applied as necessary.

Router level port blocking and reporting.

Router level packet filtering and reporting.

Server level port blocking and logging.

Ongoing security analysis by Cisco Security Specialist.

Redundant Cisco ASA multi-service Firewalls that combine Intrusion Detection with Intrusion Prevention

Data Redundancy:

RAID Level 5 data storage array.

RAID 1 + 0

Staff Certifications:

- Full-time Electrical Engineers (EE).
- Full-time Microsoft Certified Systems Engineers (MCSE).
- Full-time Certified Novell Engineers (CNE).
- Full-time Cisco Router Technicians
- Self Hosting Server Requirements
- Microsoft Windows 2003 Advanced Server
- Microsoft SQL 2005

System Requirements

The administrative side of CivicPlus websites supports the following PC operating systems and browsers:

- Windows 2000 and higher
- Internet Explorer 6.0 and above
- Mozilla Firefox 1.5 and above

Macintosh operating systems and browsers are also supported:

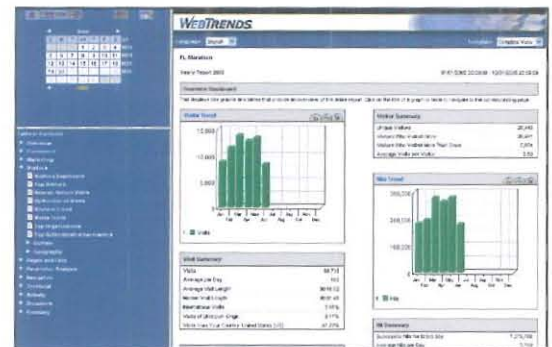
- OS/X 10.1 and higher
- Mozilla Firefox 1.5 and above

Search Engine Registration

Your site will be registered one time with the top search engines. A brief description and a list of key words will provide search engines the necessary information to find the website. Website optimization and a search engine registration program may be implemented for an additional fee.

Website Statistics

In order to review how your site visitors are using the site, an administrator will be trained on the use and analysis of the web statistics. Important information can be pulled from this data in order to make decisions about the use of the website.



ADA Compliance

Understanding the need for ADA compliant sites CivicPlus is committed to meeting these standards. In addition to many built in features, CivicPlus provides annual auditing as part of their ongoing services to assist clients with meeting standards as outlined by the "Accessibility of State and Local Government Websites to People with Disabilities." Many features that are a part of the CivicPlus system include:

All menu items are clickable. Screenreader software (used by blind or visually limited individuals) will tab into each link on your webpage, including the navigation.

Submenus display for every area of the website. Many sites only have mouse-over menus that when clicked on, do not display the submenus in a left of right navigation area. These submenus are not accessible to blind browsers. CivicPlus offers many different navigation structures.

Alt tags are used for all images. Alt tags provide the name of the picture when the screenreader reads them so the person may visualize the picture or determine its importance.

Site maps are dynamically provided as new pages are added. Many visually challenged visitors and other visitors prefer to use the site map as their form of navigation.

All documents and links can be set to open in the same window. ADA guidelines state that links/documents/etc. should open in the same window instead of a new window. Our system gives you the option of providing either one.

Warranty

CivicPlus provides a 100% satisfaction guarantee. If you are not satisfied with the service that CivicPlus provides, then you may choose to terminate the contract at any time.

CivicPlus also provides a lifetime guarantee on our programming. If at anytime there is something wrong with your website (errors, bugs, etc.), then CivicPlus will fix it with no charge. This is part of our continual customer service, and we are always striving to improve our product and maintain our customer satisfaction.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2007

PRODUCER (785)537-1600 FAX (785)537-1657
 Charlson Wilson Ins Agency
 555 Poyntz Avenue, Suite 205
 P.O. Box 1989
 Manhattan, KS 66505-1989

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Icon Enterprises, Inc. DBA Civic Plus
 and DBA Networks Plus
 317 Houston Street
 Manhattan, KS 66502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance Group	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blnkt Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	37SBAAM8566	05/17/2007	05/17/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	37UECTZ7974	05/17/2007	05/17/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	37WECPA9652 KANSAS	05/17/2007	05/17/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Errors & Omissions Liability	37SBAAM8566	05/17/2007	05/17/2008	\$2,000,000 per claim \$2,000,000 aggregate \$25,000 retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 JOB: Website Design The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are additional insured on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured. A Waiver of subrogation is also afforded the Village of Orland Park where allowed by law.

CERTIFICATE HOLDER

CANCELLATION

Village of Orland Park
 Contract Administrator
 Denise Domalewski
 14700 S. Ravinia Avenue
 Orland Park, IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Lisa Burgess *Lisa Burgess*



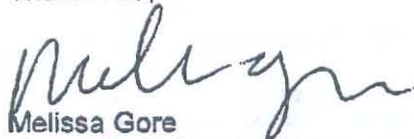
Monday, September 10, 2007

Denise Domalewski
Contract Administrator
14700 Ravinia Ave
Orland Park, IL 60462-3134

Dear Denise:

Attached are the actual endorsements. The additional insured status is on pages 18-20 of 24; the waiver of subrogation for general liability is on pages 17 of 24; and the waiver of subrogation for workers compensation is on page 4 of 6. I am happy to answer any questions you may have.

Thank You,



Melissa Gore
(888) 228-2233, Ext. 286
gore@civicplus.com

Enclosure

SECTION I**PARTS ONE and TWO****1. WE WILL ALSO PAY**

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE**2. How This Insurance Applies**

Paragraph 4. of A. How This Insurance Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within sixty days.

PART SIX**3. Transfer Of Your Rights and Duties**

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within sixty days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II**VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE****5. Voluntary Compensation Insurance****A. How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

- 1. Part Two of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee

OR

- 2. The amount shown in the Information Page.

This provision 1 of EXTENDED OPTIONS does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from \$500,000 to \$1,000,000 in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily Injury includes resulting death.

- 1. The bodily injury must be sustained by an officer or employee.
- 2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
- 3. Bodily Injury by accident must occur during the policy period.
- 4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

- 1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
- 2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

- 1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
- 2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
- 3. bodily injury intentionally caused or aggravated by you.

SECTION III

1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

Counterigned by _____ Authorized Representative

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

BUSINESS LIABILITY COVERAGE FORM	Beginning on Page
A. COVERAGES	1
Business Liability	1
Medical Expenses	2
Coverage Extension - Supplementary Payments	2
B. EXCLUSIONS	3
C. WHO IS AN INSURED	10
D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE	14
E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS	15
1. Bankruptcy	15
2. Duties In The Event Of Occurrence, Offense, Claim Or Suit	15
3. Financial Responsibility Laws	18
4. Legal Action Against Us	16
5. Separation Of Insureds	16
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BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES**Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

- (1) All expenses we incur.
- (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- (5) All costs taxed against the insured in the "suit".
- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (I) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (II) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily Injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily Injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

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

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

BUSINESS LIABILITY COVERAGE FORM**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

BUSINESS LIABILITY COVERAGE FORM**c. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. - Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

BUSINESS LIABILITY COVERAGE FORM**2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. **Products-Completed Operations Hazard**
Included with the "products-completed operations hazard".
- g. **Business Liability Exclusions**
Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. - Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. - Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom a claim is made or "suit" is brought.

6. Representations**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

BUSINESS LIABILITY COVERAGE FORM**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph B. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor Of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured - Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured - Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. - Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. - Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;
- b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or
- c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily Injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

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- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.