



## Revize Web Services Sales Agreement

This Sales Agreement is between The City of Upland, California (“CLIENT”) and Revize LLC, aka Revize Software Systems, (“Revize”). Federal Tax ID# 20-5000179 Date: 11-26-2024

<b>CLIENT INFORMATION:</b>	<b>REVIZE LLC:</b>
Company Name: <u>City of Upland</u>	Revize Software Systems
Company Address: <u>460 N. Euclid Avenue</u>	150 Kirts Blvd.
Company City/State/Zip: <u>Upland, A 91786</u>	Troy, MI 48084
Contact Name: <u>Stacey Padron 909.931.4106</u>	248-269-9263
Billing Dept. Contact: <u><a href="mailto:spadron@uplandca.gov">spadron@uplandca.gov</a></u>	
CLIENT Website Address: <u><a href="http://www.uplandca.gov">www.uplandca.gov</a></u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantit y</u>	<u>Description</u>
1	<b>Phase 1: Kickoff Meeting and Discovery/Project Planning, onetime fee:</b>
1	<b>Phase 2 – Design Mockups/Wireframes, onetime fee:</b> <ul style="list-style-type: none"> <li>1 mockup for each of the following with unlimited revisions</li> <li>Home page template and inner page design and layout</li> <li>Includes up to 3 unique department landing page designs</li> </ul>
1	<b>Phase 3 &amp; 4 – HTML Development &amp; Revize CMS Integration, onetime fee:</b> <ul style="list-style-type: none"> <li>Set-up all CMS modules listed in this agreement</li> <li>Integration with all 3rd party web applications</li> </ul>
1	<b>Phase 5 – Quality Assurance, Accessibility, &amp; Custom Development, onetime fee:</b>
1	<b>Phase 6 – Sitemap Development &amp; Content Migration, onetime fee:</b> <ul style="list-style-type: none"> <li>Site map development and content migration including spell checking and style corrections – up to 2,000 webpages and documents. Additional pages/files may be added after migration.</li> </ul>
1	<b>Phase 7 –Content Editing Training, onetime fee:</b>
1	<b>Phase 8A – Go Live:</b>
1	<b>Phase 8B – Mobile App Configuration/Launch:</b>
1	<b>Total Project Costs</b>
	<b>\$61,500.00*</b>
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, 50GB website storage, 150GB/Month Bandwidth, SSL Certificate pre-paid annual fee:
	\$9,700.00

\*\$300 discount applied with 100% upfront payment on/before 12/31/2024

**Payment Schedule**

Payment Amount	Payment Date	Includes
\$ 100,000.00	12/15/2024	100 % Project Costs + Years 1, 2, 3, and 4 Prepaid Annual Hosting & Maintenance

**AGREED TO BY:**

**CLIENT**

**REVIZE**

**Signature of Authorized Person:**

DocuSigned by:  
  
 FB84DF5235FB40C...

Signed by:  
  
 FDE3073F05A7436...

**Name of Authorized Person:**

Stephen Parker

**Thomas Jean**

**Title of Authorized Person**

Assistant City Manager

**Project Manager**

**Date:**

12/12/2024 | 6:49 AM PST

12/12/2024 | 7:04 AM PST

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

**Terms:**

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Revize requires a check for the amount listed above to start this project.
3. Additional content migration, if requested, is available for \$3 per web page or document.
4. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
5. Additional website storage is available at \$500 per year for each additional 10GB website storage.
6. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
7. Both parties must agree in writing to any changes or additions to this Sales Agreement.
8. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
  - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
  - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
  - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
9. Four-year contract. CLIENT may terminate this agreement upon 60 day written notice to Revize before annual service renewal date listed within payment schedule on page 2 of this agreement. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
10. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
11. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
12. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
13. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.
14. Revize requires a 60-day written termination notice in advance before the next annual renewal date

## **Project Timeline Statement of Understanding**

Revize and CLIENT agree and understand that the timeline provided is an estimate of our expected timeline for this project. It is not a guarantee. Revize intends to adhere as closely to the proposed timeline expectation as reasonable. CLIENT is expected to take an active role in this project including, but not limited to, participating in meetings with Revize, providing design feedback and approval, providing sitemap feedback and approval, scheduling and participating in user training, etc. Revize expects to complete phase 7 (training) of this project according to timeline provided. Upon completion of phase 7 it is the CLIENT's responsibility to decide when to go live with the website. CLIENT decision to delay go-live for any reason, unrelated to a functional defect making site inoperable, does not constitute breach of contract on the part of Revize. CLIENT understands that it is incumbent upon the CLIENT to respond to Revize requests in a timely manner. CLIENT further agrees that any timeline delays due to their lack of timely communication do not constitute a breach of contract on the part of Revize. CLIENT also acknowledges that satisfaction related to visual and experiential services like that of a website design project can be subjective. The parties agree that this project is a collaborative project and agree to work in good faith to "fine-tune" final deliverables in preparation for go live of new website. Parties further agree that generalized dissatisfaction related to the aesthetic aspects or services previously approved by the CLIENT does not constitute a breach of contract unless Revize fails to cure the functional defect with the website. The CLIENT may also elect to postpone or delay certain deliverables in favor of earlier go-live date of the website.

## **Enterprise Revize CMS License**

As part of this agreement Revize LLC. will provide full usage access to our Enterprise Revize CMS Software, hosted in our cloud servers. This software is a proprietary software built and maintained by Revize LLC. and is intended to allow the CLIENT to easily update the content of their website. CLIENT agrees that this software access will only be used to maintain the websites included in this agreement. Sharing of the access, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS in our cloud server during the contract period. In the event that the contract is terminated, for any reason, Revize will halt CLIENT access to the Revize CMS, and will provide website content to the client, provided all payments for the entire length of the contract are fully paid. Notice of termination must be in writing and given to the non-terminating party at least 60 days prior to the effective date of termination.

## **Revize will integrate the following web applications into your website**

The Following Applications & Features will be integrated into Your Website:

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

### **Citizen's Communication Center Apps**

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

### **Citizen's Engagement Center Apps**

- Citizen Request Center with Captcha
- Online Interactive Forms with Bookables
- Public Service Request App
- Citizen Connect (Community Blog)
- Online Bill Pay
- RSS Feed

### **Staff Productivity Apps**

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

### **Site Administration and Security Features**

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

### **Mobile Device and Accessibility Features**

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)