



Princeton

380 Witherspoon Street
Princeton, NJ 08540

Office of Information Technology, Robert McQueen, CIO

Telephone: (609) 688-2037

Fax: (609) 688-2031

www.Princetonnj.gov

TO: Mayor and Council

FROM: Robert McQueen, CIO

DATE: December 19, 2013

SUBJ: Website Agreement for 2014 - Total Contract Amount not to exceed \$11,053.00

Attached is 2014 Website Services Agreement with City Connections, LLC. The base price only increased 2% but there are two new charges.

The addition of video conversion and streaming for on-demand viewing (22 videos at \$35/video = \$770).

The 2013 agreement included 100,000 email notices. At this point we project we will be sending 216,000 in 2013 and expect it to increase further in 2014. We have moved the town to Level 2 which includes an additional 150,000 emails for a total of 250,000 in 2014. The charge per email for the additional 150,000 emails was reduced from \$.0095 to \$.006 per email for a total email notices increase of \$900.



CITY CONNECTIONS, LLC

5 Ebbtide Court, Barnegat, NJ 08005

City Connections Web Page Development Agreement

This agreement is made effective as of January 1, 2014 by and between City Connections, LLC of 5 Ebbtide Court, Barnegat, NJ 08005 and the Municipality of Princeton, New Jersey.

In this Agreement, the party who is contracting for the Web Page development, storage and maintenance shall be referred to as "PRINCETON" and the party providing the services shall be referred to as "City Connections". The affirmative action language, required by State law and attached as Exhibit A, is incorporated in this Agreement. The term, "Contractor," as referred to in such Exhibit A means City Connections.

The term of this Agreement shall begin on January 1, 2014 and end on December 31, 2014 (1 year). This Agreement may be renewed for additional one-year periods upon agreement of City Connections and PRINCETON.

City Connections has a background in developing Internet Web Pages, maintaining Web sites, and consulting on matters of Internet access and is willing to provide these services to PRINCETON based on this background.

PRINCETON desires to have these types of services provided by City Connections.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on January 1, 2014 City Connections will provide the following services (collectively the "Services") for a total base fee of \$11,053.00 (eleven thousand fifty-three dollars). If services listed in the Optional Services section is elected, then the base price will be increased by that amount during the term of this agreement.
 - a.) Renew the registration Princeton's Internet Domain Name on behalf of PRINCETON to the account set up by City Connections. The registered Domain Name shall remain the property of PRINCETON. The fee for this service and registration is included in the total price. Additional registration of domain names will be charged at the same cost incurred by City Connections.
 - b.) City Connections will host and develop new Internet Web Pages as requested by the PRINCETON and upon PRINCETON's approval will activate the pages on the PRINCETON Web Site.

- c.) Web pages: City Connections will create/modify up to 450 Web Pages of the same design during the term of this contract with PRINCETON. The basic development fee per page beyond the 450 pages included will be \$15.00 per page during the term of this agreement. Blocks of additional pages may be purchased as follows: 100 additional pages \$1,295.00, 200 additional pages \$2,100. The additional fee for other quantities will be determined at the time of the request if PRINCETON requests them. Updates from Princeton will be sent to City Connections via email or uploaded via our large file transfer facility. Updates can be submitted in the same format they are created (Word, Excel, Publisher, PowerPoint, PDF, jpg, gif, Tiff, mov, mpg, vob etc) and City Connections will convert the update to the most appropriate format for visitors ensuring it is also handicapped accessible.
- d.) Staff Update Capability. City Connections can provide CMS updating capability for designated Princeton Staff to update web pages using only their web browser. No additional software on client machines needs to be installed. Level 1 access for emergency staff and Police is included at no charge. It allows up to 3 client users to update designated pages on the website. City Connections retains the administrator role for setting up clients and security. Optional Level 2 access is described below in Optional Services.
- e.) A "Resident/Visitor Notification System" is included in the total price. Up to 250,000 messages may be sent annually. Note, this is an increase of 150,000 emails over 2013 and is based on the number of emails actually projected for 2013. All content posted on the web site is a matter of public record by law. In addition, New Jersey courts have ruled that email lists are subject to OPRA Requests. However, City Connections will not share, sell, or give email lists or other content to anyone unless required to do so by court order or a request to do so by Princeton.
- f.) Online Surveys with real time results. City Connections maintains a Question Pro Corporate account that is capable of creating sophisticated online surveys and data analysis reports. Five surveys annually are included in the base cost.
- g.) Website Security. City Connections will take all reasonable precautions against hacker intrusions including using strong passwords, changing system passwords every 30 days, and site monitoring or malware and viruses by SiteLock. However, City Connections does not provide a guarantee against hacker intrusions on the hosting site. No web development company or governmental institution today can provide such a guarantee with absolute confidence within the cost constraints of this Agreement. As such, City Connections will not be liable for costs or damages resulting from hacker intrusions.

City Connections will take all reasonable precautions against hacker intrusions including using strong passwords, changing system passwords every 30 days, and site monitoring or malware and viruses by SiteLock.

- h.) E-commerce and payment systems. We do not provide e-commerce solutions including any online forms for payment systems. Links to third-party payment systems such as Cit-e-net and PayPal are permitted. City Connections is not responsible for PCI compliance.
- i.) Scanning Photos or Line Art: Scanning of photos or line art up to 8 ½ “ X 14” is included in the total price. There are no separate charges for this service. Photos and graphics supplied by PRINCETON will be returned to PRINCETON after scanning if requested. Scanning of photos or line art larger than 8 ½ “ X 14” will be charged separately based on the size of the image to be scanned.
- j.) If City Connections hosts the web site, City Connections guarantees the PRINCETON web site availability of 99.99% on a 24 hour x 7 days/week basis. City Connections will notify PRINCETON to obtain permission if it needs to take the site down for maintenance. No web site availability guarantee is provided if PRINCETON hosts the web site or if PRINCETON staff or its designees are given access to update web pages. Should the Web Site experience an outage due to an action by City Connections, 400% of the down time will be added to the contract at no additional charge.
- k.) All html, cgi, image, txt and other files are backed up for disaster recovery purposes at the time they are created and transferred to the web site. Incremental backups occur weekly and are kept for four weeks. Additional full site backups are made the last calendar day of the month and are kept for six months.
- l.) City Connections will provide Web Site traffic statistics to PRINCETON on request.
- m.) FORMS. City Connections will create interactive forms in html or PDF format with up to 15 fields for online submission to Princeton. Forms creation where more than 15 fields per form are required will incur an hourly charge of \$35 per hour per form. Forms that cannot be provided to City Connections via email or CD and must be created from scratch will be charged at \$35 per hour per form.
- n.) City Connections will provide an advanced search engine that provides faster response time in searches, will search deeper level searches for PDFs, Excel, Word and PowerPoint documents and will automatically re-index the site every night to provide the best search results.

2. OPTIONAL SERVICES (not included in the base price)

- a.) **Staff Updating of website pages.** Level 2 Content Management System (CMS). \$588 annually base charge plus \$64 annually per CMS login assigned. Level 2 adds an administrator role to Princeton with unlimited users and the ability to edit all pages coded for CMS updating. Editing capability can be secured to limit specific staff to only edit and publish pages they have been

approved to edit. For example, Police can only edit police page, recreation can only edit recreation pages, etc. In addition, within a department's pages, different staff can be assigned to edit different pages. Each staff member will have a separate login to ensure only allowed pages can be edited.

- b.) **Photo and Video on demand streaming. The charge for converting and posting.** Unlimited photo galleries are included in the base proposal price. The cost of videos varies depending on the need to convert the video for streaming. Videos provided in mpg, mov or wmv format are \$39/video for conversion and streaming hosting. Videos provided in original VOB format are \$59 per video for conversion and hosting. On-Demand hosting for video streaming for two years is included at no cost. After two years, the cost of on-demand video hosting is \$3/month/video.
- c.) **Online Surveys with real time results.** City Connections maintains a Question Pro Corporate account that is capable of creating sophisticated online surveys and data analysis reports. Surveys six and up will be charged \$45/hour to create the survey.
- d.) **On-site Training.** Staff training in areas such as Email retention for OPRA, Social Media for Local Government and other topics is available by Dr. Enyeart. The normal charge of \$125 per hour is discounted to \$65 per hour for Princeton.

2. CONTENT. PRINCETON is wholly responsible for the accuracy of the content and graphics it provides to City Connections and warrants said content and graphics are either the property/copyright of PRINCETON or it has obtained written permission to place it on the municipal web site.

3. PAYMENT. All payments shall be in the form of a check made payable to City Connections, LLC and sent to 5 Ebbtide Court, Barnegat, NJ 08005. The agreed price should be paid within 30 days following the annual renewal date noted in this agreement.

4. NOTICES. All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person, sent and received by e-mail to "Enyeart@cityconnections.com" or deposited in the United States mail, postage paid, and addressed as follows:

Morris A. Enyeart
City Connections, LLC
5 Ebbtide Court
Barnegat, NJ 08005

Robert Bruschi
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

5. COPYRIGHT. PRINCETON retains the copyright to any material it provides to City Connections for use in its Web Pages. In addition, City Connections transfers the

copyright for any graphics it creates specifically for the PRINCETON Web Site as well as page design, scripts and program code associated with all web pages. PRINCETON may use the name of City Connections in its marketing literature and City Connections may list PRINCETON in its marketing literature.

6. ENTIRE AGREEMENT. This Agreement and its amendments contain the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

7. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

8. SEVERABILITY. If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New Jersey

City Connections LLC

Princeton

Morris A. Enyeart
Print or Type Name

Print or Type Name

Title: President

Title: _____

Date: _____

Date: _____

Signature

Signature

EXHIBIT A
{Revised 1994}
P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age. Race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment. without regard to their age. race, creed, color, national origin, ancestry, marital status, sex. affectional or sexual orientation. Such action shall include, but not be limited to the following: employment. up-grading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination: rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor where applicable will. in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex. affectional or sexual orientation. The contractor or subcontractor where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice. to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975. c.127, as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJ.A.C.17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975. c. 127 as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time to time

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all

personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27)

City Connections LLC

5 Ebbtide Court
 Barnegat, NJ 08005

Phone # 609-660-9327 Enyeart@citiesnj.com
 Fax # 866-326-7277 www.CityConnections.com

Invoice

Date	Invoice #
10/18/2013	1071LKH

Bill To
 Princeton
 Attn: Linda McDermott
 400 Witherspoon Street
 Princeton, NJ 08540

Description	Amount
January 1, - December 31 2014 Annual Web Services Agreement for the hosting, maintenance, development and updating of the www.princetonnj.gov, prinetontwpnj.org and cornerhousenj.org websites as described in the Annual Web Services Agreement.. Includes Level 1 (100,000) email notices	9,383.00
conversion and posting of videos for web site estimate 22 videos (Council 2 videos per month except July and Aug. 1 video) at \$35 per video. Includes 2 years hosting of real-time streaming for on-demand viewing.	770.00
Level 2 E-Mail Notices adds an additional 150,000 email notices. Approximately 216,000 emails will be sent in 2013.	900.00
Tax ID 22 3527556	
Total	\$11,053.00