

Sales Agreement

This Sales Agreement is between Gila County, Arizona ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 9-19-2011

CLIENT INFORMATION:	REVIZE LLC:
Company Name: <u>Gila County</u>	Revize Software Systems
Company Address: <u>1400 E. Ash Street</u>	1890 Crooks, Suite 340
	Troy, MI 48084
Company Country/State/Zip: <u>Globe, AZ 85501</u>	
Contact Name: <u>Darryl Griffin dgriffin@gilacountyaz.gov 928-402-8774</u>	
Billing Dept. Contact: _____	

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

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Revize Custom County Website Design Fee, one time charge: One concept with up to three change iterations	\$ 2,000.00
1	Revize Web development and CMS Integration, one time charge: All Revize modules on page 2 will also be integrated into the new website	\$ 5,500.00
1	Revize Annual Software Subscription Service, 5 users, Includes: Pre-paid annual charge	\$ 2,000.00
	<ul style="list-style-type: none"> • Revize Web Content Management Software Services • Up to 5 Non-Technical Content Editors, and administrative users • Revize content editing/administrative training – one web conference class up to 4 hours, up to 5 attendees • Technical Support/ Software Upgrades, Website Hosting, One year agreement 	
1	Content Editor Training – up to 4 hours, 5 attendees, one session:	\$ 600.00
	Grand Total:	\$ 10,100.00
	One Year Agreement. Revize requires a check for \$7,575 to start this initiative. The remaining balance is due when website is delivered and ready for training. Revize Software Subscription starts the day of the Kick Off meeting. Credit cards accepted (3% handling fee)	

Terms:

1. Revize v4.3 Features List describes the functional capabilities of Revize v4.3. www.revize.com
2. CLIENT Options:
 - CLIENT can purchase additional webSpaces, Training days and Consulting Services days at any time at the then current price.
3. Payments:
 - All Invoices are Due Upon Receipt. Work begins upon receiving initial payment.
4. All pre-approved, out-of-pocket expenses (e.g., travel and lodging) are the CLIENT's responsibility.
5. Both parties must agree in writing to any changes or additions to this Sales Agreement.
6. This Sales Agreement is subject to the laws of the State of Michigan.
7. Pricing expires in 30 days.

AGREED TO BY:

Signature of Authorized Person: _____

Name of Authorized Person: _____

Title of Authorized Person: _____

Date: _____

CLIENT

REVIZE

Joseph J. Nagrant

Joseph J. Nagrant

Sales Director

9-19-11

Please sign and return to: Joseph Nagrant at Fax # 866-346-8880 or 206-350-0163

Following is the list of included Revize CMS Modules:

- ✓ **News and Events:** Allows content editors to create online news and events with an archive page for all the news articles. Every news article will have a link to a news detail page. Each section in the site can have their own news and events or the entire site can have global news items
- ✓ **Facebook and Twitter integration with News Center**
- ✓ **FAQ:** Posts Frequently Asked Questions in the site and displays the clicked Answer at the top of the page
- ✓ **Document Management Center:** Ability to create and archive various document categories. Enhanced searchable capabilities
- ✓ **Survey Form:** Allows a non-technical editor to build any kind of survey form and output information in an email or excel spreadsheet
- ✓ **History:** Archives all the changes to a web page and at any time a previous version can be restored
- ✓ **Quick Links:** Links to most frequently accessed pages in the web site
- ✓ **Link Checker:** When a new link is created, the Revize system checks if the link is valid or not
- ✓ **Automated activation/expiration of content:** A page or block of content can be marked with a date/time on when to publish and when to be removed from public viewing and the system will handle it automatically
- ✓ **Events Calendar:** Ability to create multiple web calendars in an easy to use interface to post events in any calendar
- ✓ **Photo Gallery:** Gives an editor the ability to add or remove pictures to a photo slide show
- ✓ **Site Search:** Provides a custom search engine to perform a site search or integrates Google site search
- ✓ **Audit Trail:** Provides report on the content change activities of any webpage within the system.
- ✓ **Dynamic Breadcrumbs:** Shows the navigation trail of the current page.
- ✓ **Automated Workflow Approval System:** Web page content change can be routed to different approvers in different departments before it publishes to the live web server
- ✓ **Staff Directory:** Build a staff directory page with an option to link to a staff member's details page
- ✓ **Email Notify:** Site Visitors can subscribe to any page of their interest to get notified any time there is a published update to that page content. The e-mail notification can be added to or omitted from any section of the site.
- ✓ **Web Statistics:** Integrates Google Analytics software to monitor web visits, page hits etc.
- ✓ **Facebook and Twitter Integration:** Provides modules to integrate any web page with Facebook and Twitter social media applications.
- ✓ **Flash and Slide shows:** Allows an editor to have flash in any web page along with flash pictures that can be easily added or removed
- ✓ **Scrolling News & Events:** Allows content editors to create featured news and events with a link to view all the news articles. The featured news articles will automatically rotate with buttons below to move from one story to another.
- ✓ **Job Posting:** Create and post a Job application form and collect the resumes through email or through FTP

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

Anti-Terrorism Warranty. Pursuant to A.R.S. §35-397 Revize Software Systems certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance. Revize Software Systems hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Revize Software Systems employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Revize Software Systems shall further ensure that each subcontractor who performs any work for Revize Software Systems under this contract likewise complies with the State and Federal Immigration Laws.

Client shall have the right at any time to inspect the books and records of Revize Software Systems and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Revize Software Systems or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Revize Software Systems to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Revize Software Systems shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Client approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Revize Software Systems shall advise each subcontractor of Client's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that Client may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Revize Software Systems.

 Date 9-19-11
On behalf of Revize Software Systems :

_____ Date _____
Chairman, Board of Supervisors

Chief Deputy County Attorney