MetroQuest
Public Involvement Software

MetroQuest Development and Support for the

City of Redlands General Plan Update

WEB PHONE TABLET KIOSK WORKSHOP

Prepared by:

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Proposal
Proposal #: 32834101
Date: 15-April-2015
For: The City of Redlands

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Introduction

MetroQuest is digital engagement software. It provides organizations with a powerful, flexible, cost effective enhancement to their existing public participation capabilities. It does this by complementing traditional techniques with digital engagement software delivered via the internet across multiple channels such as web-connected home computers, smartphones, kiosks and tablet computers to reach a broader, more diverse audience.

MetroQuest is provided via the Internet and runs in a browser based on a software-as-a-service (SAAS) model. Setting up MetroQuest to collect stakeholder input for a particular project, accessible via a unique web address (URL) such as http://theproject.metroquest.com, is referred to as a MetroQuest configuration.

MetroQuest is developed, owned and sold by Envision Sustainability Tools Inc. ("Envision").

Envision is pleased to provide this proposal for City of Redlands ("Customer") to use MetroQuest to enhance community engagement for the General Plan Update project ("Project").

Engagement Objectives

A key component of the work is to engage citizens of The City of Redlands in a meaningful way in the process.

In particular, the engagement objectives include:

- Engage a large number of participants that reflect the demographics of the project area;
- Provide multiple mechanisms and opportunities for citizens to participate in the process;
- Allow citizens to learn about the project as well as provide their feedback; and
- To gain insight into public opinion about the project.

The Recommended MetroQuest Solution

In order to meet the engagement objectives, Envision is pleased to offer MetroQuest, which includes the following:

a. Develop and maintain a configuration of MetroQuest for the project;
b. Provide support for online, workshop, peer to peer tablet, and smart phone engagement;
c. Adhere to State of California privacy legislation for the collection and storage of private information; and
d. Provide training for project team personnel on the use of the MetroQuest Data Management System, allowing The City of Redlands to access integrated data from all respondents, which will enable The City of Redlands to observe trends, and analyze the results.

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MetroQuest Setup Process

In addition to the MetroQuest software, Envision will work with the project team to align the project Engagement Objectives with the MetroQuest capabilities. This takes place throughout the Setup process. It begins during the Kick-off Meeting at the commencement of the Requirements Gathering step and continues through the System Configuration step to ensure that MetroQuest enables the project to best meet its engagement objectives.

The standard process for setting up MetroQuest for your project includes 2 steps as follows:

1. Requirements Gathering
   a. **Envision** conducts a kick-off meeting to provide a general process orientation and determine the best MetroQuest configuration to support the project;
   b. **Envision** creates a specification document (brief document with screen shots and examples); and
   c. **Client** approves proposed configuration, by signing and returning this document.
2. System Configuration (typically 6 to 8 weeks, commences once Requirements Gathering is complete)
   a. **Client** provides content
   b. **Envision** builds draft
   c. **Client** gathers and provides requested revisions **once**
   d. Final Version (English):
      i. **Envision** makes changes
      ii. **Client** approves final version
   e. **Envision** completes, tests and launches English configuration.

1. Requirements → 2(a) Content → 2(b) Draft → 2(c) Revisions Due → 2(d) Final Version → 2(e) Launch

6 weeks (typically)

Steps (a), (b), (c), (d) and (e) are dependent on one another, meaning that the next step cannot begin until the previous step is complete.

Steps (a), (c) and (d) ii and are in the client's control. If completed more quickly, then the typical process time can be shortened. That said, most clients take more than a week to do each of (a), (c) and (d) ii.

Changes (step 2(d)) will be made based on **one** set of revisions (step 2(c)). **There may be additional costs and/or time implications for additional change requests.**

Adding additional configurations in other language(s) will add 1 to 2 weeks to the typical configuration period

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If there is a significant change to the specification (how many screens and/or what type of screens), once the new requirements are agreed upon, the process resumes from step (2a). There may be additional costs and/or time implications for these sorts of changes.

Fees

The following table outlines the fees to support the General Plan Update

Required Components	Fee
1 Standard Configuration of MetroQuest in English to support the first phase of online public engagement (includes support for up to 3 months of public access to MetroQuest and workshop, mobile, peer to peer iPad and kiosk configurations and support as needed; hardware not included)	$12,000
Total	**$12,000**

Optional Components*	Fee
1 Standard Configuration of MetroQuest in an **additional language** to support the **first phase** of online public engagement (includes support for up to 3 months of public access to MetroQuest and workshop, mobile, peer to peer iPad and kiosk configurations and support as needed; hardware not included)	$4,000
1 Standard Configuration of MetroQuest in **English** to support a **subsequent phase** of online public engagement (includes support for up to 3 months of public access to MetroQuest and workshop, mobile, peer to peer iPad and kiosk configurations and support as needed; hardware not included)	$8,000
1 Standard Configuration of MetroQuest in an **additional language** to support a **subsequent phase** of online public engagement (includes support for up to 3 months of public access to MetroQuest and workshop, mobile, peer to peer iPad and kiosk configurations and support as needed; hardware not included).	$2,667

*NOTE: The City of Redlands is not required to acquire any Optional Components listed above. The City of Redlands will only be invoiced for the Components they choose to acquire and utilize, over and above the Required Component stated above. For instance, should the City choose not to proceed with a subsequent phase of a Configuration of MetroQuest, they will not make a specific request of Envision to provide that component, and as such the City will not be invoiced for that subsequent phase (for either an English or additional language version). Envision will only proceed with the provision of components that are specifically requested by the City, notwithstanding what is included in the above Fees Schedule.

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Terms and Conditions

MetroQuest software is provided based on the terms and conditions described in the MetroQuest Service Level Agreement (Version 7, USA, 2015).

Standard MetroQuest Configuration package assumes the configuration contains 4 or 5 screens. The Introduction and Exit screens are required. The additional 2 or 3 screens are from the remaining 11 standard screens in the MetroQuest Screen Gallery, using only the standard configuration options.

All figures shown are in US Dollars. Any applicable taxes are not included and will be borne by the Customer.

This pricing is valid for 30 days.

Invoicing schedule will be as follows:

- 50% of the fee for the first configuration for the project will be invoiced on return of signed MetroQuest Configuration Specification;
- The balance for the first configuration for the project will be invoiced on public launch of the MetroQuest Configuration;
- The fee for any other MetroQuest Configurations (other languages and/or subsequent phases if required) will be invoiced on the public launch of those configurations;
- Other amounts will be invoiced on task completion and/or delivery.

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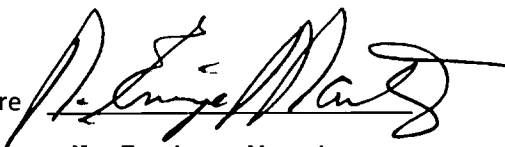MetroQuest.com

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Confirmation

The City of Redlands agrees to retain the services of Envision Sustainability Tools Inc. for the services described above.

On behalf of **The City of Redlands**

Signature

Print Name ___N. Enrique Martinez___

Date ___5-7-15___

ATTEST:

___Sam Irwin, City Clerk___

On behalf of Envision Sustainability Tool Inc.

Signature

Print Name ___MIKE WALSH___

Date ___27- April - 2015___

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MetroQuest Service Level Agreement

MetroQuest® stakeholder engagement software ("Software") is an internet application that is developed and provided by **Envision Sustainability Tools Inc.** ("Envision"). The Software is provided through a software-as-a-service ("SaaS") subscription model.

The provision of the SaaS subscription provided by Envision is dictated by the terms in two companion documents:

i. A Service Level Agreement that describes what your organization ("Customer") can expect in terms of service levels and support from Envision (the "Service Level Agreement"); and

ii. A proposal that describes the terms under which your organization agrees to pay for and use the Software (the "Proposal"), and together with the Service Level Agreement, the "Agreement".

Definitions

Software

The Software is an internet application, meaning that it is delivered to the Customer via the internet and utilized via a web browser. The Software is housed on secure web server(s) and made up of two distinct components:

i. A digital engagement platform that can be configured for a particular planning project and made available to the public and other persons to gather input, the ("Engagement Platform"); and

ii. A set of web based administration tools used to access visitor data, the ("Administration Tools").

SaaS – Customer does not install and run the Software on its own computers, but rather uses the Software via a web browser. The Software is maintained and provided by Envision via secure web servers for use via the internet.

Project – The planning project or other undertaking for which the Software will be used to collect input.

Visitor – An individual who interacts with the Software, particularly the Engagement Platform and provides input on a particular Project.

Channel – The different combinations of hardware and software that the Software can be made available to Visitors via. Currently the alternatives are Web (utilizing a Visitors computer and internet connection), tablet, kiosk, workshop and smart phone.

Supported Browsers

The Engagement Platform has been tested and made compatible with the following web browser software:

Internet Explorer 8+, Safari 3+, Firefox 3.6+, Chrome 3+, Opera 10+ for MacOS and Windows.

Smart phones supported:

iPhone 4 or later running iOS 5 or later; Android devices running OS 4.0 or later; Windows Phone running OS 7.0 or later.

The Administration Tools have been tested and made compatible with the following web browser software:

Internet Explorer 8+, Safari 3+, Firefox 3.6+, Chrome 3+, Opera 10+ for MacOS and Windows.

Roles and Responsibilities

Three elements are required to enable Visitors to interact with a particular Configuration of the Software:

i.   MetroQuest Software configured for a Client's Project;
ii. Specific hardware and software, which varies by Channel:
    a. For the Workshop Channel, the Customer's hardware and software which is the machine that is being used by the Customer to run the Software during a workshop or meeting;
    b. For the other Channels (Web, tablet, kiosk, smart phone), the Visitor's hardware and software, which is the machine that is being used by the Visitor to utilize the Software;
        i. for the Web Channel, this would be a Visitor's computer running at home or wherever the Visitor is using the Software, and the web browser on that computer;
        ii. for the tablet or kiosk Channel, this would be the kiosk hardware and the web browser running on the computer inside the kiosk and/or the tablet computer and browser running on the tablet computer;
        iii. for the smart phone Channel, this would be a Visitor's smart phone; and
iii. A connection to the internet.

The following table explains who is responsible for providing each element.

Elements	Responsibility by Channel		
	Web/Smart Phone	Workshop	Tablet/Kiosk
MetroQuest Software	Envision	Envision	Envision
Visitor's Hardware and Software	Visitor	Customer	Hardware provider[2]
Internet Connection[1]	Visitor	Customer	Customer

1. Internet Connection is the sole responsibility of the Visitor or Customer. In the case of the tablet or kiosk Channel, the Customer will provision an active internet connection that is available 7 days per week, 24 hours per day. In the case where the Customer cannot provide an active internet connection, due to some physical or other technical constraint, local MetroQuest Software support may require the Customer to contract Envision to support this software locally and as such the Customer must assume all incremental costs (labour, travel, etc.) directly related thereto.
2. Hardware provider would be the kiosk manufacturer in the case of a kiosk, or the tablet manufacturer in the case of a tablet.

MetroQuest Software Availability

Envision will ensure the MetroQuest Software is available 99.5% of the time, measured on a twenty four (24) hour clock, monthly. MetroQuest is hosted by Microsoft Windows Azure, a cloud based server technology which delivers a 99.95% monthly service level. (http://www.windowsazure.com/en-us/support/sla/). Microsoft Azure is one of the largest and most reliable hosting firms in the world.

MetroQuest's availability excludes times that the Software is unavailable due to scheduled maintenance. Scheduled maintenance for the Software occurs weekly on Sunday from 6PM-12 midnight, Pacific Time, including holidays. "Downtime" is defined as a system outage or the time(s) when the Software is unavailable as measured from the time a severity level 1, 2 or 3 incident is reported, to the time that incident is resolved.

The following table indicates the response and resolution time the Customer can expect, based on the type of incident, defined by "Severity Level" once Envision has been notified of an incident, as well as the remedy that will be provided in the unlikely event that service levels fall below 99.5%.

Severity Level	Incident Type	Response Time	Resolution Time	Rebate
1	Full System Outage /or a reproducible error that causes the Software to crash for a Visitor	1 hour	1 day	1 day credit for each 1 hour of downtime
2	Partial System Outage/ a reproducible error that has a workaround and does not cause the Software to crash for a Visitor; or content or other information that are not displaying as agreed upon	4 hours	2 days	N/A
3	Minor Incident / General Support	24 hours	5 days	N/A

General Support and Maintenance

Envision will provide the following Support Services ("Support") for MetroQuest Software:

For Customers:

(a) Support will be available to the Customer between the hours of 9:00 am to 5:00 pm Monday to Sunday ("Support Days") Pacific Time via email, not including priority responses for system outages.
(b) Support email requests from the Customer ("Customer Service Request") must be sent via email to techsupport@metroquest.com.
(c) In the event of a Customer Service Request, Envision will:
   - acknowledge the Customer Service Request upon receipt, via email;
   - resolve or develop a resolution plan within 4 hours upon receipt of the first Customer Service Request; and
   - prior to the Customer Service Request being closed, confirm with the Customer that the Service Request has been resolved.

For Visitors:

(a) Support will be available to the Visitors between the hours of 9:00 am to 5:00 pm Monday to Sunday ("Support Days") Pacific Time via email, not including priority responses for system outages.
(b) Support email requests from Visitors ("Visitor Service Request") must be sent via email to techsupport@metroquest.com.
(c) In the event of a Visitor Service Request, Envision will:
   - acknowledge the Visitor Service Request by the Visitor upon receipt via email;
   - notify the Customer of the Visitor Service Request;
   - work with the Customer to resolve or develop a resolution plan for the Visitor Service Request; and

- prior to the Visitor Service Request being closed, confirm with the Customer that the Visitor Service Request has been resolved.

Backups and Recovery

Envision will use reasonable endeavours to: (i) Perform daily backups every evening to both onsite and offsite locations; (ii) Perform weekly backups once per week to offsite locations and store the weekly backups for 4 weeks in storage offsite; (iii) Perform monthly backups once per month to offsite locations and store the monthly backups for 3 months in storage offsite; (iv) Perform quarterly backups 4 times per year to offsite locations and store quarterly backups permanently in storage offsite.

Customer Data

The Software utilizes two (2) types of Customer Data:

i. Content provided by the Customer, such as text, images, numeric information ("Content Data") and added/uploaded to the Engagement Platform by Envision staff;
ii. Information collected from Visitors by the Software based on how Visitors interact with the Software and respond to questions presented via the Engagement Platform, ("Usage Data").

Content Data Ownership and Use

Envision agrees that the Customer is the owner of any content, including Content Data and Usage Data uploaded to the Engagement Platform. Envision acknowledges that all Content Data is and remains the property of the Customer or the respective owner of the Content Data in the case where the Content Data belongs to another party. The Customer acknowledges that it has the right to use the Content Data that is provided to Envision as part of a public web site or has obtained permission from the respective owner to use the Content Data as part of a public website. Envision shall not be responsible for any copyright infringement claims by third parties relating solely to the use of Content Data provided by the Customer.

Usage Data Ownership, Reporting and Delivery

Envision acknowledges that all Usage Data is and remains the property of the Customer or their client in the case where the Usage Data is being collected on behalf of the Customer's client. Envision reserves the right to utilize all non-personal Usage Data collected for the sole purpose of determining trends and patterns in usage.

Access to Usage Data is provided via the reporting function that is part of the Administration Tools of the Software.

Usage Data is based on Visitor activity and Visitor responses collected during a Visitor Session. A Visitor Session is defined below for each Channel:

i. A Web session is defined as all interaction with the Software from within a single browser window; opening a new browser tab and/or browser window and subsequently navigating to the Software in this new window constitutes a new session;

ii. A Smart Phone session is defined as all interaction with the Software from within a single browser window; opening a new browser tab and/or browser window and subsequently navigating to the Software in this new window constitutes a new session;

iii. A Workshop session is defined as the duration of a single workshop event, from start to finish, from when the facilitator navigates to a workshop specific URL until the browser is closed;

iv. A Kiosk session is defined as the time from:
   a. either a Visitor clicks the "Restart" button if he/she commences using the kiosk immediately following another Visitor, or
   b. a Visitor begins using the kiosk after it has been idle and automatically restarted itself (typically a 30-second period of inactivity); until the Visitor ceases interacting with the kiosk.

v. A Tablet session is defined as all interaction with the Software from an individual once the facilitator/moderator hands the tablet to the Visitor until the Visitor returns the tablet to the facilitator/moderator.

At the completion of a Project, all Usage Data collected for all Configurations used in that project can be accessed via the Administration Tools.

Use of Personal Information

In some cases the Software will collect Visitor's personal information such as names and email addresses to generate the Usage Data. Envision warrants that it will never, under any circumstances, use this information for any purpose without the express written consent of the Customer that is undertaking the Project for which the Usage Data was collected. This information will only be provided to the Customer. The Customer may request that Envision delete all Personal Information collected for a particular Project once that Project is completed. Envision agrees to comply with such a request within thirty (30) business days.

System Security

The MetroQuest servers are hosted by Microsoft Windows Azure, one of the largest and most secure hosting firms in the world. Our servers are located at one of Microsoft's data centers located in the continental United States and utilize security measures for the Hosting Environment, Operations and Personnel Security, Application-level Security, Fault-Tolerance Redundancy, Privacy and Updates. (http://www.microsoft.com/online/legal/?langid=en-us&docid=11)

Envision will notify Customer immediately upon discovering any breach or compromise of Envision's security protocols or measures or any unauthorized access to any personal information, and Envision shall promptly conduct an investigation and submit an oral report of its findings to Customer within twenty-four (48) hours, to be followed by a written report within seven (7) days. Envision will cooperate with Customer in connection with the investigation and incident management of any such event.

Administration Tools Security

Envision provides each Customer with a unique user name and password that must be entered each time a user logs on to the Administration Tools. MetroQuest application security ensures

that only those allowed to access Usage Data can do so. Access controls are built into the MetroQuest data model, and user permissions are verified on every request by the core MetroQuest application framework.

Warranties

Envision does not warrant that:

(a) The Software will be uninterrupted or error free;

(b) The Services will meet Customer's requirements, other than as expressly set out in this agreement; or

(c) The Services will be free from external intruders (hackers), virus or worm attack, denial of services attack, or other persons having unauthorized access to the services or systems of the Customer.

Nothing in the above warranty exclusions negates any of Envision's agreements and representations expressly set forth in this Agreement.

Publicity and Publication

The Customer grants Envision a non-exclusive, perpetual, worldwide, irrevocable right to use the Software configured for the Customer's Project solely for marketing and promotional purposes once the Software has been made available publicly on the internet.

Software Intellectual Property Rights and Ownership

The Customer acknowledges that in the provisioning of the Service, Envision will use the Software to provide the Service and the Customer will use the Software to access Usage Data. The Customer acknowledges and agrees that all intellectual property contained in the Software is and will remain the property of Envision and that no part of this Agreement or any agreement that this Agreement becomes a component of, assigns any right, title or interest in the Software to the Customer.

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