AGREEMENT

THIS AGREEMENT ("Agreement") is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **VERTIBA, Inc.,** a Colorado corporation, registered to do business in Colorado, whose address is 1590 Broadway Street, Boulder, CO 80302 ("Vertiba"), and **Carahsoft Technology Corporation**, a Maryland corporation ("Carahsoft"), whose address is 12369 Sunrise Valley Drive Suite D2 Reston, VA 20191. Carahsoft and Vertiba may be referred to individually or jointly herein as "Contractor"; provided, however, that each Contractor's obligations under this Agreement shall be separate and distinct from the other Contractor's obligations.

WHEREAS, Vertiba has responded to an RFP issued by the City for the complete implementation of a cloud based technology solution to replace the City's on premises existing 311 solution; and

WHEREAS, Vertiba will, in connection with this Agreement, provide certain Services over the term of this Agreement.

WHEREAS, Carahsoft will, in connection with this Agreement, provide certain Third Party Software Products over the Carahsoft Term (defined below).

The parties hereby agree to the following terms and conditions:

1. **DEFINITIONS.** Whenever used herein, any schedules, exhibits, or addenda to this Agreement, the following terms shall have the meanings assigned below. Other capitalized terms used in this Agreement are defined in the context in which they are used.

   1.1 **"Agreement"** means this Cloud Computing Services Agreement between City and the Contractor Parties, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference between the City and Contractor, Contract Number 201419193.

   1.2 **"Brand Features"** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

   1.3 **"Confidential Information"** means any information that a disclosing party treats (1) in a confidential manner and that is (2) marked "Confidential Information" or is considered "Protected Information" prior to disclosure to the other party. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the "Receiving Party") with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through

lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed.

1.4 **"Data"** means all information, whether in oral or written (including electronic) form, created by or in any way originating with City and End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City and End Users, in the course of using and configuring the Services provided under this Agreement, and includes City Data, End User Data, and Protected Information.

1.5 **"Data Compromise"** means any actual or reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or the ability of City to access the Data.

1.6 **"Documentation"** means, collectively: (a) all materials published by Contractor and made available to City by Contractor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published by Contractor that describe the functional, operational and/or performance capabilities of the Services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by City, and the responses thereto from Contractor, and any document which purports to update or revise any of the foregoing; and (d) the results of any Contractor "Use Cases Presentation", "Proof of Concept" or similar type presentations or tests provided by Contractor to City.

1.7 **"Downtime"** means any period of time of any duration that the Services are not made available by Contractor to City for any reason, including scheduled maintenance or Enhancements.

1.8 **"End User"** means the individuals (including, but not limited to employees, authorized agents, students and volunteers of City; Third Party consultants, auditors and other independent contractors performing services for City; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Services; customers of City provided services; and any external users collaborating with City) authorized by City to access and use the Services provided by Contractor under this Agreement.

1.9 **"End User Data"** means End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any Protected Information of any End User or Third Party contained therein or in any logs or other records of Contractor reflecting End User's use of Contractor Services.

1.10 **"Enhancements"** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or

acquire and incorporate into its standard version of the Services or which the Contractor has elected to make generally available to its customers.

1.11   *"Intellectual Property Rights"* includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or 'continuation in part' applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.

1.12   *"Protected Information"* means personally-identifiable information, student records, protected health information, criminal justice information or individual financial information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. These include, but are not limited to: the Colorado Constitution, the Colorado Consumer Protection Act, the Children's Online Privacy Protection Act (COPPA), Health Insurance Portability and Accountability Act (HIPAA), the Family Education Rights and Privacy Act (FERPA), the Payment Card Industry Data Security Standard (PCI DSS), and the Federal Bureau of Information Criminal Justice Information Services (CJIS) Security Policy.

1.13   *"Project Manager"* means the individual who shall serve as each party's point of contact with the other party's personnel as provided in this Agreement. The initial Project Managers and their contact information are set forth in the Notices section below and may be changed by a party at any time upon written notice to the other party.

1.14   *"RFP Response"* means any proposal submitted by Contractor to City in response to City's Request for Proposal ("RFP") titled 8002.

1.15   *"salesforce.com"* or "Salesforce", means salesforce.com, inc., a Delaware Corporation located at The Landmark @ One Market, Suite 300, San Francisco CA 94105.

1.16   *"Services"* means Contractor's computing solutions, provided to City pursuant to this Agreement, that provide the functionality and/or produce the results described in the Documentation, including without limitation all Enhancements thereto and all interfaces. The "Services" specifically includes Third Party Software Products and professional services.

1.17   *"Third Party"* means persons, corporations and entities other than Contractor, City or any of their employees, contractors or agents.

1.18   *"Third Party Software Agreements"* means those terms set forth in Exhibit A which govern City's access to and/or use of the Third Party Software Products.

1.19   ***"Third Party Software Products"*** means those Third Party software products and software services set forth in Exhibit A, which are made available by Contractor in connection with this Agreement.

1.20   ***"Third Party Software Provider"*** means those Third Parties set forth in Exhibit A from whom Contractor procures, and who are responsible for providing, the Third Party Software Products. Third Party Software Providers shall not be considered "subcontractors" under this Agreement.

1.21   ***"City Data"*** means credentials issued to City by Contractor and all records relating to City's use of Contractor Services and administration of End User accounts, including any Protected Information of City personnel that does not otherwise constitute Protected Information of an End User.

2.   RIGHTS AND LICENSE IN AND TO DATA

2.1   The parties agree that as between them, all rights, including all Intellectual Property Rights, in and to Data shall remain the exclusive property of City, and each Contractor has a limited, nonexclusive license to access and use the Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.

2.2   All End User Data and City Data created and/or processed by the Services or Third Party Software Products is and shall remain the property of City and shall in no way become attached to the Services or the Third Party Software Products, nor shall a Contractor have any rights in or to the Data of City other than for the purposes of providing the Services or Third Party Software Products.

2.3   This Agreement does not give a party any rights, implied or otherwise, to the other's Data, content, or intellectual property, except as expressly stated in the Agreement.

2.4   City retains the right to use the Services to access and retrieve Data stored on Contractor's Services infrastructure at any time during the term of this Agreement.

3.   DATA PRIVACY

3.1   Each Contractor will use City Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for City's and its End User's sole benefit, and will not share such Data with or disclose it to any Third Party without the prior written consent of City or as otherwise required by law, provided, however, that each Contractor may share and/or disclose City Data and End User Data to Third Party Providers for such Third Party Providers' use in connection with the Services. By way of illustration and not of limitation, neither Contractor will use such Data for its own benefit and, in particular, will not engage in "data mining" of Data or communications, whether through automated or human

means, except as specifically and expressly required by law or authorized in writing by City.

3.2   Each Contractor will provide access to Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling

4.   DATA SECURITY AND INTEGRITY

4.1   All facilities used by appropriate Contractor to store and process Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to provide the requested Service availability and to secure Data from unauthorized access, destruction, use, modification, or disclosure. Such measures where applicable may include, but not limited to, the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); the Health Insurance Portability and Accountability Act (HIPAA); the Family Education Rights and Privacy Act (FERPA); the Payment Card Industry Data Security Standard; or the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy.

4.2   Salesforce warrants that all City Data and End User Data will be encrypted in transmission from Salesforce (including via web interface) and in storage, where agreed upon, with Salesforce by a mutually agreed upon National Institute of Standards and Technology (NIST) approved strong encryption method and standard.

4.3   Contractor shall at all times use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement.

4.4   Prior to the Effective Date of this Agreement, Salesforce will at its expense conduct or have conducted the following, and thereafter, Salesforce will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Compromise:

4.4.1   A SSAE 16/SOC 2 or other mutually agreed upon audit of Salesforce's security policies, procedures and controls;

4.4.2 If not included in Section 4.4.1, a vulnerability scan, performed by a City-approved Third Party scanner, of Salesforce's systems and facilities that are used in any way to deliver Services under this Agreement;

4.4.3 A formal penetration test, performed by a process and qualified personnel approved by City and Contractor, of Salesforce's systems and facilities that are used in any way to deliver Services under this Agreement.

4.5 Salesforce will provide City the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of Salesforce's receipt of such results.

4.6 Based on the results of the above audits, certifications, scans and tests, Salesforce will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement, and provide City with written evidence of remediation.

4.7 City may require, at its expense, that Salesforce perform mutually agreed upon additional audits and tests, the results of which will be provided to City within seven (7) business days of Salesforce's receipt of such results.

4.8 Salesforce shall protect Data in its custody against deterioration or degradation of Data quality and authenticity, including, but not limited to annual Third Party Data integrity audits. Salesforce will provide City the results of the above audits, along with Salesforce's

5. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA

5.1 Except as otherwise expressly prohibited by law, each Contractor will:

5.1.1 If required by a court of competent jurisdiction or an administrative body to disclose Data, Contractor will, to the extent permitted by law, notify City in writing immediately upon receiving notice of such requirement and prior to any such disclosure;

5.1.2 Consult with City regarding its response;

5.1.3 Cooperate, at City's expense, with City's reasonable requests in connection with efforts by City to intervene and quash or modify the legal order, demand or request; and

5.1.4 Upon City's request, provide City with a copy of its response.

5.2 If City receives a subpoena, warrant, or other legal order, demand or request seeking Data maintained by Contractor, City will promptly provide a copy to Contractor. Contractor will use commercially reasonable efforts, at City's expense, to supply City with copies of Data required for City to respond within

forty-eight (48) hours after receipt of copy from City, and will cooperate with City's reasonable requests in connection with its response.

6. **DATA COMPROMISE RESPONSE**

6.1 Each Contractor shall report, either orally or in writing, to City any Data Compromise of which it is aware, involving Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Data, not authorized by this Agreement or in writing by City, including any reasonable belief that an unauthorized individual has accessed Data. The applicable Contractor shall make the report to City immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after such Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by a Contractor regarding Data Compromises will be reduced to writing and supplied to City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

6.2 Immediately upon becoming aware of any such Data Compromise, the applicable Contractor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved.

6.3 The applicable Contractor's report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what the applicable Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the applicable Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

6.4 Within five (5) calendar days of the date the applicable Contractor becomes aware of any such Data Compromise, the applicable Contractor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized use or disclosure.

6.5 The applicable Contractor, at its reasonable expense, shall cooperate fully with City's investigation of and response to any such Data Compromise incident.

6.6 Except as otherwise required by law, Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from City.

6.7 Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to City under law or equity, the applicable Contractor will reimburse City up to two times annual fees paid for all costs incurred by City in any investigation, remediation or litigation resulting from any such Data

Compromise caused by the applicable Contractor, including but not limited to providing notification to Third Parties whose Data were compromised and to regulatory bodies, law-enforcement agencies or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Compromise in such a fashion that, in City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Data Compromise.

7. DATA RETENTION AND DISPOSAL

7.1 Carahsoft will retain Data in an End User's account, including attachments, until the End User deletes them or for the time period mutually agreed to by the parties in this Agreement.

7.2 Each Third Party Software Agreement may set forth alternative data retention and disposal requirements that apply to the applicable Third Party Software Provider and Third Party Software Product.

7.3 Carahsoft will retain Data in an End User's account, including attachments, for up to 30 days beyond subscription software period of performance.

7.4 Using appropriate and reliable storage media, Carahsoft will regularly backup Data and retain such backup copies.

7.5 Carahsoft will retain logs associated with End User activity and make such logs available to the City within the salesforce.com system.

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION

8.1 Upon termination or expiration of this Agreement, each Contractor will ensure that all Data in its possession is securely transferred to City, or a Third Party designated by City, within thirty (30) calendar days. The applicable Contractor shall provide all data contained within its system to the City in CSV file format.

8.2 Each Contractor will provide City with no less than ninety (90) calendar days notice of impending cessation of its business or that of its Contractor subcontractor and any contingency plans in the event of notice of such cessation.

8.3 Each Third Party Software Agreement may establish specific terms addressing the transfer of data and/or transition of the applicable Third Party Software Products. With respect to such Third Party Software Agreements, Carahsoft shall be deemed the provider of such Third Party Software Agreement during the Carahsoft Term and shall be responsible for the obligations of such Third party Software Provider during such Carahsoft Term.

8.4   Upon termination of this Agreement under Section 13.1 Services Warranty, Vertiba shall implement its contingency and/or exit plans and take all necessary actions to provide for an effective and efficient transition of service with minimal disruption to City. Vertiba will work closely with its successor to ensure a successful transition to the new service and/or equipment, with minimal Downtime and effect on City, all such work to be coordinated and performed no less than thirty (30) calendar days in advance of the formal, final transition date.

9.   **SERVICE LEVELS**. Incorporated into Agreement and Scope of Work.

10.   **INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE**. Incorporated into Agreement and Scope of Work.

11.   **INSTITUTIONAL BRANDING**. Contractor Services will provide reasonable and appropriate opportunities for City branding of Contractor Services. Each party shall have the right to use the other party's Brand Features only in connection with performing the functions provided in this Agreement and as specified in the attached Plan. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in and to those features. Contractor may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission obtained from City personnel authorized to permit City brand use.

12.   **COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES**. Each Contractor will comply with all applicable laws in performing Services under this Agreement. Any Contractor personnel visiting City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. City will provide copies of such policies to Contractor upon request.

13.   **WARRANTIES, REPRESENTATIONS AND COVENANTS**

13.1   Services Warranty. Vertiba represents and warrants that the Services provided to City under this Agreement shall conform to, be performed, function, and produce results substantially in accordance with the Documentation and the applicable Statement of Work. Vertiba shall offer City warranty coverage substantially similar to that offered by Vertiba to any of its customers.

Vertiba's obligations for breach of the Services Warranty shall be limited to using its best efforts, at its own expense, to correct or replace that portion of the Services which fails to conform to such warranty, and, if Vertiba is unable to correct any breach in the Services Warranty by the date which is sixty (60) calendar days after City provides notice of such breach, City may, in its sole discretion, either extend the time for Vertiba to cure the breach or terminate this Agreement and receive a full refund of all amounts paid to Vertiba for that portion of the Services that are non-compliant.

13.2 <u>Disabling Code Warranty</u>. Vertiba represents, warrants and agrees that the Services do not contain and City will not receive from Vertiba any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system or Data (a "Disabling Code").

In the event a Disabling Code is identified, Vertiba shall take all steps necessary, at no additional cost to City, to: (a) restore and/or reconstruct any and all Data lost by City as a result of Disabling Code; (b) furnish to City a corrected version of the Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Services at no additional cost to City. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

13.3 <u>Intellectual Property Warranty</u>. Vertiba represents, warrants and agrees that: Vertiba has all Intellectual Property Rights necessary to provide the Services to City in accordance with the terms of this Agreement; Vertiba and its licensors are the sole owners or are valid licensees of all software, text, pictures, audio, video, logos and copy that provides the foundation for provision of the Services, and have secured all necessary licenses, consents, and authorizations with respect to the use of these underlying elements; the Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and there is currently no actual or threatened suit against Vertiba by any Third Party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

13.4 <u>Warranty of Authority</u>. Each party represents and warrants that it has the right to enter into this Agreement. Contractor represents and warrants that it has the unrestricted right to provide the Services, and that it has the financial viability to fulfill its obligations under this Agreement. Contractor represents, warrants and agrees that the Services shall be free and clear of all liens, claims, encumbrances or demands of Third Parties. Contractor represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Services. This warranty shall survive the expiration or termination of this Agreement.

13.5 <u>Third Party Warranties and Indemnities</u>. The applicable Contractor will assign to City all Third Party warranties and indemnities that such Contractor receives in connection with any products provided to City. To the extent that such Contractor is not permitted to assign any warranties or indemnities through to City, such Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of City to the extent such Contractor is permitted to do so under the terms of the applicable Third Party agreements.

13.6 Date/Time Change Warranty. Contractor represents and warrants to City that the Services provided will accurately process date and time-based calculations under circumstances of change including, but not limited to: century changes and daylight saving time changes. The applicable Contractor must repair any date/time change defects at its own expense.

13.7 Compliance With Laws Warranty. Each Contractor represents and warrants to City that it will comply with all applicable laws, including its tax responsibilities, pertaining to the Agreement and its provision of the Services to City.

13.8 Third Party Software Warranties. Each Third Party Software Product is subject to the warranties, representations, and covenants set forth in the applicable Third Party Software Agreement in lieu of the warranties, representations, and covenants set forth in this Agreement. THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14.   CONFIDENTIALITY

14.1 Each party acknowledges that certain information that it shall acquire from the other is of a special and unique character and constitutes Confidential Information.

14.2 The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However: (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena). Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to City are subject to applicable state and federal law, including the Colorado Open Records Act, and that the release of Confidential Information in

compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

14.3   Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to City are subject to applicable state and federal law, including the Colorado Public Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

14.4   Except as expressly provided by the terms of this Agreement, Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Confidential Information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement.   Contractor further acknowledges that by providing Data or Confidential Information, the City is not granting to Contractor any right or license to use such data except as provided in this Agreement. Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the Data or confidential information without written authorization from the Manager and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

14.5   Receiving Party shall not copy, recreate, reverse engineer or decompile Disclosing Party's Confidential Information, in whole or in part, unless authorized in writing by the Disclosing Party; (2) Receiving Party shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of Confidential Information; and (3) Receiving Party shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all Confidential Information or work products incorporating Confidential Information to the Disclosing Party.

14.6   Receiving Party will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.   Contractor shall not disclose Data or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

14.7   Notwithstanding any other provision of this Agreement, the City is furnishing Data or Confidential Information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Data or Confidential Information.   Contractor is hereby advised to verify its work.   The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including,

but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.

15. **PROTECTED INFORMATION**. During the course of this Agreement, should Contractor come into possession of any Protected Information, Contractor may not disclose this information to any Third Party, other than the Third Party Software Providers in connection with the Services.

16. **SOFTWARE AS A SERVICE, SUPPORT AND SERVICES TO BE PERFORMED:**

16.1 Vertiba, under the general direction of, and in coordination with, the City's Chief Information Officer or other designated supervisory personnel (the "Manager") agrees to perform the professional technology services listed on Exhibit B (the "Statement of Work" or "SOW"). Carahsoft, under the general direction of, and in coordination with, the Manager agrees to provide, through the Third Party Software Providers, the Third Party Software Products described in the SOW.

16.2 As the Manager directs, the applicable Contractor shall diligently undertake, perform, and complete all of the technology related services and produce all the deliverables set forth on Exhibit B to the City's satisfaction.

16.3 Vertiba is ready, willing, and able to provide the Services required by this Agreement. Carahsoft is ready, willing, and able to provide the Third Party Software Products required by this Agreement.

16.4 Each Contractor shall faithfully perform its technology related services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

16.5 In connection with the Services, Carahsoft shall procure certain Third Party Software Products from Third Party Providers on City's behalf and for City's internal business purposes. City's access to and/or use of such Third Party Software Products is governed by the applicable Third Party Software Agreements. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of a Third Party Software Agreement, the Third Party Software Agreement shall control, but only with respect to the Third Party Software Product to which it applies. City acknowledges that Vertiba shall have no liability in connection with the Third Party Software Products.

16.6 **User ID Credentials.** Internal corporate or customer (tenant) user account credentials shall be restricted as per the following, ensuring appropriate identity,

entitlement, and access management as defined by the City.. Salesforce.com shall provide customer-controlled security features as documented at help.salesforce.com.

17. GRANT OF LICENSE; RESTRICTIONS:

17.1   Contractors hereby grants to City a right and license to: (a) display, perform, and use their respective Service; and (b) use all intellectual property rights necessary to use the Service as authorized in subparagraph (a). City's rights with respect to the Third Party Software Products are set forth in the applicable Third Party Software Agreement.

17.2   Title to and ownership of the Service, and all Intellectual Property Rights therein, will remain with Vertiba and its Third Party Providers. City will not reverse engineer or reverse compile any part of the Service. City will not remove, obscure or deface any proprietary notice or legend contained in the Service or Documentation without Vertiba's prior written consent.

18. DELIVERY AND ACCEPTANCE:

18.1   Upon complete set up of the Service, the City will test and evaluate same to ensure that it conforms, in the City's reasonable judgment, to the specifications outlined in the SOW or the Documentation. If the Service does not conform, the City will notify Vertiba in writing within sixty (60) days, and Vertiba shall use commercially reasonable efforts to reperform the Services. In the event Vertiba is unable to provide Services that conform to the SOW and Documentation within sixty (60) days following its receipt of notice of City's rejection, then City may finally reject the Service and Vertiba will refund to the City all fees paid, if any, by the City with respect to that portion of the Service that is rejected.

18.2   Any acceptance and testing procedures set forth in the applicable SOW and/or Third Party Software Agreements shall supersede and replace this section 18, but not the remedies set out herein.

19. TERM: The term of the Agreement is from January 1, 2015 through December 31, 2019. The **"Carahsoft Term"** of the Agreement is for a period of three years from the mutual execution of the Agreement where after the City will purchase the Services directly from salesforce.com .

20. COMPENSATION AND PAYMENT:

20.1   Fee: The fee for the Services is described in Exhibit B (the "**Fee**"). The Fee shall be paid to Vertiba pursuant to the City's Prompt Payment Ordinance and in accordance with the Payment Milestones in Exhibit B.

20.2   Software Fee: The fee for the Third Party Software is described in Exhibit B (the "Third Party Software Fee"). The Third Party Software Fee shall be paid to

Carahsoft, and thereafter salesforce.com, pursuant to the City's Prompt Payment Ordinance and in accordance with Exhibit B.

20.3   Reimbursement Expenses: The fees specified above include all expenses, and no other expenses shall be separately reimbursed hereunder unless stated otherwise in a Statement of Work.

20.4   Invoicing: Each Contractor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.

20.5   Maximum Contract Liability:

20.4.1 Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FOUR MILLION DOLLARS** ($4,000,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in Exhibit B. Any services performed beyond those in Exhibit B are performed at Contractor's risk and without authorization under the Agreement.

20.4.2 The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

21.   **STATUS OF CONTRACTOR:** Each Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither Vertiba, Carahsoft, nor their respective employees are employees or officers of any other party. Vertiba and Carahsoft are distinct entities with distinct obligations under this Agreement. In no event with Carahsoft be liable for any act or omission of Vertiba, not shall Vertiba be liable for any act or omission of Carahsoft.

22.   **TERMINATION:**

22.1   The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

22.2 Notwithstanding the preceding paragraph, the City may terminate the Agreement with respect to an applicable Contractor if such Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice, but shall not terminate this Agreement with respect to the non-offending Contractor.

22.3 Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and performed as described in the Agreement. City shall promptly: (a) pay Contractor for all Services performed prior to the effective date of the termination and (b) reimburse Contractor for any fees payable by Contractor in connection with a Third Party Software Agreement for annual Services incurred.

23. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

24. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

25. **INSURANCE:**

25.1 General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number

listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

25.2   Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker.   Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement.   Contractor certifies that the certificate of insurance attached as Exhibit C, preferably an ACORD certificate, complies with all insurance requirements of this Agreement.   The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

25.3   Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

25.4   Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

25.5   Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the applicable Contractor.   The applicable Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. The applicable Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

25.6 <u>Workers' Compensation/Employer's Liability Insurance</u>: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

25.7 <u>Commercial General Liability</u>: Each Contractor shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.

25.8 <u>Business Automobile Liability</u>: Each Contractor shall maintain Business Automobile Liability with limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

25.9 <u>Technology Errors & Omissions</u>: Each Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of $1,000,000 per occurrence and $1,000,000 policy aggregate. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

25.10 Additional Provisions:

25.10.1 For Commercial General Liability and Excess Liability, the policies must provide the following:

25.10.1.1 That this Agreement is an Insured Contract under the policy;

25.10.1.2 Defense costs are outside the limits of liability;

25.10.1.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

25.10.1.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

25.10.2 For claims-made coverage:

25.10.2.1 The retroactive date must be on or before the

contract date or the first date when any goods or services were provided to the City, whichever is earlier

25.10.2.2   Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

26.   <u>RESERVED</u>

26.1   See section 17, Warranties

27.   <u>DEFENSE, INDEMNIFICATION AND LIMITATION ON LIABILITY:</u>

27.1   Each applicable Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to a Third Party claim based upon the work performed by such Contractor in violation of this Agreement ("Claims"), except to the extent that such Claims have been are alleged to have arisen to due to the negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

27.2   Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim.

27.3   The applicable Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any reasonable expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

27.4   Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this

indemnification obligation. Each Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

27.5   This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

27.6   Contractor will, at Contractor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to reasonable attorney's fees and awarded damages) arising out of a claim brought by a Third Party alleging that such Contractor's Services infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Contractor in writing of any claim and cooperate with the applicable Contractor and its legal counsel in the defense thereof. Such Contractor may in its discretion (i) contest, (ii) settle, (iii) procure for the City the right to continue using the Service, or (iv) modify or replace the infringing Service so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate at its sole cost in the defense of such action at its own expense. If Such Contractor concludes in its reasonable judgment that none of the foregoing options are commercially reasonable, then such Contractor will refund the prior one year of fees paid by the City except in the case of Vertiba if the Service regards the implementation of the SOW. In such instance Vertiba will refund to the City one half of the implementation fees paid by the City if the infringement occurs one year after completion of the implementation and the refund will be reduced twenty percent each year thereafter. Notwithstanding the foregoing, Contractor will have no obligation under this Section or otherwise with respect to any infringement claim based upon (x) any use of the Services or any deliverable not in accordance with this Agreement or for purposes not intended by Contractor, (y) any use of the Services or any deliverable in combination with other products, equipment, software, or data not supplied by such Contractor, or (z) any modification of the Services or any deliverable by any person other than such Contractor.

27.7   Contractor's indemnity obligations under this Agreement are conditioned upon the City (a) providing written notice to the applicable Contractor of any claim for which it seeks indemnification within thirty (30) days after City has knowledge of such claim (except that failure to timely provide such notice will relieve Contractor of its obligations only to the extent Contractor is materially prejudiced as a direct result of such delay); (b) giving the Contractor sole control over the defense thereof and any related settlement negotiations; and (c) cooperating and, at the Contractor's request and expense, assisting in such defense.

27.8   The indemnity obligations in Sections 27.1 through 27.7 apply only with respect to the Services provided directly by Contractor and not the Third Party Software Products. Each Third Party Software Agreement may establish indemnification obligations applicable to the Third Party Software Products.

27.9 Carahsoft shall indemnify, defend, and hold Vertiba harmless from and against any liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to Carahsoft's breach of this Agreement. Vertiba shall indemnify, defend, and hold Carahsoft harmless from and against any liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to Vertiba's breach of this Agreement.

27.10 **LIMITATION ON LIABILITY**: EXCEPT FOR THE CONTRACTOR'S THIRD PARTY AND INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE DELIVERABLES OR ANY SERVICES PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR ANY STATEMENT OF WORK, WHETHER IN CONTRACT, TORT, INDEMNITY, OR OTHERWISE, WILL NOT EXCEED THREE TIMES THE SUBSCRIPTION FEE FOR THE SERVICES PAID IN THE YEAR THAT A CLAIM IS FILED OR THE LIMITS OF INSURANCE ACTUALLY PAID BY THE APPLICABLE CONTRACTOR'S INSURER, WHICHEVER IS GREATER.

27.11 **THIRD PARTY LIABILITY.**

Salesforce.com. IN NO EVENT SHALL SALESFORCE.COM HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT EITHER YOU OR SALESFORCE.COM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Carahsoft. IN NO EVENT SHALL CARAHSOFT HAVE ANY LIABILITY OR OBLIGATION, WHETHER IN CONTRACT, TORT, INDEMNITY, OR OTHERWISE IN CONNECTION WITH THE SERVICES TO BE PROVIDED BY VERTIBA.

Vertiba. IN NO EVENT SHALL VERTIBA HAVE ANY LIABILITY OR OBLIGATION, WHETHER IN CONTRACT, TORT, INDEMNITY, OR OTHERWISE IN CONNECTION WITH THE SERVICES TO BE PROVIDED BY CARAHSOFT, SALESFORCE.COM, OR ANY THIRD PARTY SOFTWARE PRODUCT.

28. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

29. **TAXES, CHARGES AND PENALTIES:** The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

30. **ASSIGNMENT; SUBCONTRACTING:** No Contractor shall voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the applicable Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign. Manager hereby grants consent for Vertiba to subcontract to Vertiba Software SRL the performance of certain Services.

31. **NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

32. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

33. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

34. **SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid,

illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

35. **CONFLICT OF INTEREST:**

35.1 No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

35.2 The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

36. **NOTICES**: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Chief Information Officer or Designee
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

37. **DISPUTES**: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative

procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

38. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

39. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

40. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**: Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

41. **LEGAL AUTHORITY**: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

42. **NO CONSTRUCTION AGAINST DRAFTING PARTY**: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

43. **ORDER OF PRECEDENCE**: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

44. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued

performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

45. **INUREMENT**: The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

46. **TIME IS OF THE ESSENCE**: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence. Contractor shall not be liable for any delays resulting from the acts or omissions of City.

47. **FORCE MAJEURE**: Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

48. **PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

49. **CITY EXECUTION OF AGREEMENT**: This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

50. **COUNTERPARTS OF THIS AGREEMENT**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

51. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on

the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

52. **ADVERTISING AND PUBLIC DISCLOSURE**: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

EXHIBITS

Exhibit A: Third Party Software Agreement: Carahsoft (Salesforce.com)
Exhibit B Statement of Work
Exhibit C Certificate of Insurance

Exhibit A: Third Party Software Agreement: Carahsoft (Salesforce.com)

Definitions: For purposes of this Exhibit A, the following terms are defined as follows:

"AppExchange" means the online directory of on-demand applications that work with the Service, located at http://www.appexchange.com or at any successor websites.

"Contractor" means Carahsoft.

"Service" means the online, Web-based application provided by SFDC via http://www.salesforce.com and/or other designated websites, including associated offline components but excluding AppExchange applications. For purposes of the Agreement, the Service is a "Third Party Software Product".

"SFDC" means salesforce.com, inc. and its affiliates. For purposes of the Agreement, SFDC is a "Third Party Software Provider".

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Service, and are identified as third-party applications, including but not limited to those listed on the AppExchange.

"Users" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by You (or by Salesforce.com or Your Contractor at Your request).

"You" and **"Your"** means the City of Denver, its employees and affiliates.

"Your Data" means all electronic data or information submitted by You to the Service.

1. **Use of Service.**

    (a)   User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service).

    (b)   You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Your Contractor or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Service.

    (c)   You shall use the Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by these SFDC Service Terms; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy

rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

(d)   You shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Your own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

2.   **Service Provision.** SFDC will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SFDC shall give at least 8 hours notice via the Services and which SFDC shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond SFDC's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SFDC employees), or Internet service provider failures or delays, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.   **Support and Your Data**. You acknowledge that the Service allows Contractor to access Your Data as required for Contractor's provision of customer support to You, unless your administrator disables this functionality. Any exchange of data between You and Contractor, including Contractor's access of Your Data through the Service in connection with support matters, is solely between You and Contractor.   SFDC shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Contractor.

4.   **Third-Party Products and Services.** Any acquisition by You of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. SFDC does not warrant or Support third-party products or services, whether or not they are designated by SFDC as "certified" or otherwise.

5.   **Integration with Third-Party Applications.** If You install or enable Third-Party Applications for use with the Service, You acknowledge that SFDC may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third Party Applications with the Service.   Salesforce.com shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers. In addition, the Service may contain features designed to interoperate with Third-Party Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Service features on reasonable terms, SFDC may cease providing such Service features without entitling You to any refund, credit, or other compensation.

6.   **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, Salesforce.com reserves all rights, title and interest in and to the Service, including all related intellectual

property rights. The Service is deemed Salesforce.com confidential information, and You will not use it or disclose it to any third party except as permitted in these SFDC Service Terms.

7.   **Your Data.** As between Salesforce.com and You, You exclusively own all rights, title and interest in and to all of Your Data. Your Data is deemed your confidential information.

8.   **Compelled Disclosure.** If either You or Salesforce.com is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

9.   **Suggestions.** You agree that Salesforce.com shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Service.

10.   **Fees.** Contracted for fees for use of the Service represent a firm commitment: i.e., an order cannot be canceled during the term of the subscriptions, and the number of User subscriptions contracted for cannot be reduced in the middle of a subscription term.

11.   **Termination.** You may not cancel or terminate an executed subscription order. Salesforce.com reserves the right to immediately terminate Your use of the Service without notice due to a breach of the terms of these SFDC Service Terms by You or any User.

12.   **No Warranty.** SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE AND/OR SUPPORT, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN THE EVENT THAT YOUR AGREEMENT WITH YOUR CONTRACTOR PROVIDES ANY WARRANTIES WITH RESPECT TO THE SERVICE AND/OR SUPPORT, SUCH WARRANTIES ARE SOLELY BETWEEN YOU AND YOUR CONTRACTOR.

13.   **No Liability.** IN NO EVENT SHALL SALESFORCE.COM HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT EITHER YOU OR SALESFORCE.COM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.   **Further Contact.** Salesforce.com may contact you regarding new Salesforce.com service features and offerings.

15.   **Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between You and Contractor solely as it relates to these SFDC Service Terms.

Service Level Addendum

This Service Level Addendum ("SLA") is subject to and made a part of the attached Agreement (the "Agreement").

1. **Availability.** SFDC shall make the Service available 99% of the time, except as provided below. Availability will be calculated per calendar quarter, as follows:

$$\left[\left(\frac{total - nonexcluded - excluded}{total - excluded}\right) * 100\right] \geq 99\%$$

   Where:
   - *total* means the total number of minutes in the calendar quarter;
   - *nonexcluded* means downtime that is not *excluded*; and
   - *excluded* means:
     - Any planned downtime of which SFDC gives 24 or more hours' notice in accordance with the Agreement or via a conspicuous on-screen message in the Service. SFDC will use commercially reasonable efforts to schedule all planned downtime during the hours from 6:00 p.m. Friday to 3:00 a.m. Monday, U.S. Pacific Time.
     - Any period of unavailability lasting less than 15 minutes.
     - Any unavailability caused by circumstances beyond SFDC's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SFDC employees), denial-of-service attacks, or third-party Internet service provider failures or delays.

   For any partial calendar quarter during which Customer subscribes to the Service, availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed.

2. **Remedies** Should SFDC fail to make the Service available as set forth in Section 1 above in a calendar quarter, Customer may continue to use the Service but receive a refund for one full day of subscription fees for each active subscription on the affected Service instance in that quarter, for each full or partial hour of Service unavailability below the percentage specified in Section 1 above. In no case shall the total refund for any quarter exceed the lesser of $100,000 or 33% of the subscription fees paid by Customer for such quarter. Should SFDC fail to make the Service available as set forth in Section 1 above in two consecutive calendar quarters, Customer may, in lieu of receiving the above-described refund for the second quarter, terminate the Agreement by providing notice of termination in accordance with Section 3 below, in which case SFDC will refund to Customer any prepaid fees for the remainder of the Service subscription term(s) following the date of termination. The remedies described in this paragraph shall be the sole remedies available to Customer for breach of this SLA.

3. **Reporting, Claims and Notices.** To claim a remedy under this SLA, Customer shall send SFDC a notice, via email addressed to sla@salesforce.com, containing the following details:

   - Billing information, including company name, billing address, billing contact and billing contact phone number
   - Downtime information with dates and time periods for each instance of downtime during the relevant period
   - An explanation of the claim, including any relevant calculations.

   Claims may be made on a calendar-quarter basis only and must be submitted within 10 business days after the end of the applicable quarter, except where a Service subscription ends on a date other than the last day of a calendar quarter, in which case any claim related to that subscription must be submitted within 10 business days after the subscription end date.

All claims will be verified against SFDC's system records. Should SFDC dispute any period of unavailability alleged by Customer, SFDC will provide to Customer a record of Service availability for the applicable period. SFDC will provide such records only in response to claims made by Customer in good faith.

General: Services designated in writing as beta, limited release, developer preview, development or test bed environments, or by descriptions of similar import are excluded from this SLA. SFDC shall have no obligations under this SLA during any period in which customer is in material breach of the Agreement, including any period in which Customer has failed to meet its payment obligations thereunder.

EXHIBIT B

STATEMENT OF WORK

PROJECT CRM:
CUSTOMER RELATIONSHIP MANAGEMENT
IMPLEMENTATION

January 5, 2015
Version 0.99

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DOCUMENT REVISION HISTORY

Version	Editor	Date	Summary
0.1	Vertiba	07.21.14	Initial Draft
0.2	Client	08.05.14	Updates to all Sections
0.3	Client	08.11.14	Updates throughout the document based on feedback
0.4	Client	08.12.14	Included additional project costs.
0.5	Client	08.20.14	Updates from Vertiba, Salesforce and CCD meeting
0.6	Vertiba	08.29.14	Changes made by Vertiba in response to CCD meeting
0.7	Client	09.12.14	Updates based on CCD feedback.
0.8	Client	09.22.14	Updates based on CCD feedback.
0.9	Vertiba	09.25.14	Changes / Feedback made by Vertiba.
0.91	CCD	09.29.14	Updates based on Vertiba, Salesforce and CCD meeting.
0.92	Vertiba	10.01.14	Acceptance of all agreed to edits
0.98	Vertiba	11.20.14	Coveo and Cloudingo pricing removed from Pricing Section.
0.99	**Vertiba**	**01.05.15**	**Updated estimated dates for each project phase**

I. OVERVIEW

Client Name: City and County of Denver
Client Address: 1437 N Bannock St, Room 350
                       Denver, CO 80202
SOW Number: 4476

Vertiba, Inc. is pleased to provide this Statement of Work for consulting services. This Statement of Work ("SOW") describes a set of services to be provided by Vertiba, Inc. ("Vertiba") on behalf of City and County of Denver ("Client"). This SOW and any Attachments hereto are subject to the terms and conditions of the Professional Services Agreement between the parties effective on [[SertifiDate_2]].

II. HIGH LEVEL SCOPE

This project will implement a Customer Relationship Management solution for Client using Salesforce.com and related technologies. The scope is to fully replace the functionality of the existing CRM solution while reducing manual processes and following industry best practices. The process begins with providing multiple means for constituents to submit Inquiries/issues to the Client (phone, email, web form, social media, live chat, mobile application). The process includes streamlined approaches for Denver 311 agents and other City employees to review Inquiry details, review knowledge articles and web pages to assist with the response, and to easily respond and close the Inquiry. Reporting and Analytics requirements will be met with native Salesforce.com functionality. Scope includes integration to the City's GIS system and departmental work order systems as described below. Scope does not include other departmental applications.

III.   RESOURCES

Timely and successful completion of this Project requires ongoing collaboration and support of resources between Vertiba and Client.

A.   Client Resources

Client will assign resources to fulfill the following roles:

Resource	Responsibilities	Involvement
Executive Sponsor	▪ Keeps project aligned with organization's strategy and portfolio direction ▪ Sets priorities and overall direction ▪ Reviews and makes decisions on changes to scope, budget, timelines, resources ▪ Focuses on realization of benefits, recommending areas to optimize cost/benefits ▪ Governs project risk and major issues ▪ Works with other sponsors within the Client organization ▪ Signs-off on major project artifacts, including invoices ▪ Provides feedback and lessons learned	15% est.
IT Sponsor	▪ Oversight of the technical solution design ▪ Oversight of technical change management ▪ Oversight of solution deployment	20% est.
Business Sponsor	▪ Owns the success metrics ▪ Ensures that the solution meets defined success criteria ▪ Signs-off on major project artifacts ▪ Provides feedback and lessons learned	20% est.
Project Manager	▪ Liaison between Vertiba project team and Client project resources ▪ Monitors and manages project scope, budget and timelines ▪ Manages Client project resources ▪ Coordinates Client project activities ▪ Escalates issues that require management decisions ▪ Jointly responsible with Vertiba for maintaining project managementdocuments ▪ Communicates project status, dependencies, risks and issues in a timely manner	100% est.
Systems Analyst	▪ Active member of the project team overseeing requirements & providing input ▪ Engaged in the Workshops with Vertiba ▪ Major contributor to the test planning and providing test support ▪ Provide input and oversight into the overall design solution	100% est.
Solutions Architect	▪ Provide input and sign off into the architectural solution design.	20% est.
Subject Matter Experts	▪ Provide detailed information on business requirements, workflows and processes ▪ Provide detailed information on technical requirements ▪ Empowered to speak for the organization *The team should be kept as small as practical without leaving out critical experts.*	Fully available during Workshop & Validation Phase
Business Operations	▪ Represents operational team managing business processes related to this project.	20% est.
System Administrator	▪ Will receive training and documentation on how to migrate from Dev environment to QA environment, and from QA environment to Production environment. ▪ Responsible for the migration across the different environments in the project. ▪ Responsible for ongoing system administration upon project completion.	50% est.
Web Services Integration & Applications Developers	▪ Has in-depth knowledge of systems to be integrated w/Salesforce.com ▪ Understands the database, development environment and integration capabilities of those applications. ▪ Will attend Salesforce.com developer training in order to develop an understanding on how to code on the Salesforce.com platform	Fully available during Planning, Analysis, and Build Phases
User Acceptance Testers	▪ Review and input into the test plan ▪ Actively evaluating and testing the application during Validation phase ▪ Documentation of test results ▪ Contributor in defect priority decisions *Ideally, this will be the same set of users as the Subject Matter Experts.*	25-50% estimate during Validate Phase
Trainers	▪ Take salesforce.com specific training ▪ Blend with end user process training ▪ Develop a full training program ▪ Work with Vertiba training resources to conduct training. ▪ Facilitate training classes on an on-going basis to end-users	25% est: Analysis & Design Phases 50% est: Build Phase 100% est: Deployment Phase

B. Vertiba Resources

The Client shall have the right to request new resources from Vertiba should the City deem they are not a good fit for the project, with the changes in resources being as immediate as possible.

Resource	Responsibilities	Involvement
Engagement Manager *Vertiba Resource*	▪ Manage the overall engagement to ensure project stays on track and meets project sponsor/steering committee's expectations. ▪ Responsible the for success of the project from Vertiba perspective ▪ Coordination of multiple work efforts, ensuring Client's business objectives across all projects are met ▪ Escalation management to address major issues impacting the project ▪ Manage project resources to successful completion of all tasks, including quality, completeness, timeliness ▪ Conduct and document project status meetings and in-process reviews	10% est.
Project Manager *Vertiba Resource*	▪ Coordinate multiple work efforts, ensuring the customer's business objectives across all projects are met ▪ Manage project resources in conjunction with the Client Project Manager to successful completion of all tasks, including quality, completeness, timeliness ▪ Conduct and document project status meetings and in-process reviews ▪ Evaluate customer priorities throughout the project and execute change control process to ensure the project meets the customer's requirements ▪ Manage budget, schedule, and deliverables on a daily basis ▪ Monitor project work items, accomplishments, risk, issues, budget and schedule on a daily basis to ensure project stays on track. ▪ Documenting Roles & Responsibility matrix ▪ Establishing baseline data and build success metric reports	80% est.

2 Business Analysts *Vertiba Resources*	▪ Conduct requirements and solution design workshops
	 ▪ Facilitate business process analysis and automatic discussions
	 ▪ Advise and guide customers toward best practices in application configuration consideration such as security model, mobile deployment strategies, workflow, data validation and analytics
	 ▪ Document solution design and configuration specification deliverables
	 ▪ Configure Application
	 ▪ Coordinating UAT with Client User Acceptance Testers & Vertiba QA resources.
	 ▪ Conduct the Train The Trainer sessions in conjunction with Client
	 ▪ Evaluating business processes to determine effective ways to integrate new technologies
	 ▪ Documenting new to-be process flows
	 ▪ Resources will be onsite:
	    o During the Planning & Analysis phases, 85-90% of the time
	    o During the review sessions in the Design phase
	    o During the UAT, 80-90% of the time
	    o Ad hoc, when needed
		50% - 100% est.

Change Manager *Vertiba Resource*	▪ Primary owner of change program. ▪ Responsible for planning and executing all change management activities including building strategic documentation such as the communication plan, adoption plan, and success metric framework. ▪ Main point of contact for client executive team and project team. ▪ Builds and maintains program schedule, resource allocation and project financials.	10 – 20% est.

Change Management Analyst *Vertiba Resource*	Responsible for tactical execution of change management plan including:
	    o Conducting interviews to drive adoption tactics
	    o Create and execute organizational change management communication plan
		20% est.

Solution Architect *Xede Resource*	▪ Work with business owners to craft a GIS and CRM solution that optimizes salesforce.com for the client's business environment. This resource will lead visioning conversations during requirements workshop, evaluate requirements matrix and review and approve solution design. ▪ Conduct requirements and solution design workshops ▪ Facilitate business process analysis and automation discussions ▪ Provide subject matter expertise with the CRM/GIS, salesforce.com application and process automation	25-50% est.

	▪ Resource will be onsite during Workshops, and for the integration discussions (especially ESRI).	
Technical Architect *Vertiba Resource*	▪ Development Team Lead for the salesforce.com integration and customization ▪ Provide timeline and resource management for the integration implementation ▪ Manage overall development, validation, and deployment plans ▪ Assist Clients with data mapping from legacy to Salesforce.com systems ▪ Oversees data Import ▪ Confirms proper unit testing and error handling	25 – 50% est.
2 Developers *Vertiba Resources*	▪ Contribute to key deployment documentation ▪ Develop custom code ▪ Develop and document regression, as well as use case and unit testing scenarios ▪ Define and monitor compliance with code check-in, backup/recovery, and versioning processes ▪ Develop entity and data mapping for integration process flows ▪ Unit Test and validate within Development Environment ▪ Work with Client System Administrator and/or Client Developer to support migrations from one environment to another.	As Needed
Quality Assurance *Vertiba Resource*	▪ Collaborates with Client Systems Analysts and Client User Acceptance Testers in collaboratively ▪ Traceability matrix between the requirements and test cases ▪ Writes test plans which enforce the acceptance criteria of features ▪ Keeps all test plans and cases updated to changing requirements ▪ Notifies when production is blocked due to errors in development ▪ Evaluates and tests new or modified software programs to verify that programs function according to user requirements and conforms to test cases ▪ Recommends program improvements or corrections to programmers.	As Needed

C. Salesforce.com Resources

Although Salesforce.com is not a direct party to this Agreement, they will review documents for any feedback but not provide official sign-off, and Vertiba will work closely with our partner to insure that they provide the following resources for this project:

Resource	Responsibilities
Engagement Manager	▪ Manage the overall engagement to ensure project stays on track and meets Client sponsor/steering committee's expectations. ▪ Responsible the for success of the project from Salesforce.com perspective ▪ Escalation management to address major issues impacting the project
Customer Success Manager	As part of Salesforce's Customer for Life Program: ▪ Responsible to ensure Client is maximizing the use of Salesforce functionality, including new releases. ▪ Makes sure Client takes advantage of features versus customizing ▪ Will participate in weekly project status calls ▪ Attends key meetings in-person once over 4 to 8 weeks ▪ Reviews deliverables at a high-level and provides input to maximize success
Executive Sponsor	A Salesforce VP of Service Cloud will participate in the Executive Steering Team meetings for at least the first six months of the project.
Salesforce Premier Support Resources	As part of Salesforce Premier support, the following developer services will be provided: ▪ Salesforce error message troubleshooting an exception handling ▪ In-depth code analysis, debugging and recommendations ▪ Access to Salesforce's interactive developer community, Developer Force
Account Manager	▪ Manages the relationship with Client, helping to facilitate and interface with Salesforce customer service and Vertiba when needed.

TECHNOLOGY
SERVICES
DENVER

IV. PROJECT PHASES

Vertiba's approach includes several phases:

1. Planning
2. Analysis
3. Design
4. Build
5. Validation
6. Deployment
7. Training and Documentation
8. Acceptance/Close-Out

During each phase, work proceeds in several areas and will be performed by both Client and Vertiba.

A. Milestone 1: Planning Phase

Task	Deliverable	Description	Acceptance Criteria
Select Vertiba Project Resources	Vertiba Resumes of Candidates	Vertiba will provide resumes or related skill profiles of the following types of consultants to the Client: - Project Manager - Systems Analyst - Change Manager - Business Analyst The Client will conduct interviews prior to staffing them on the project.	Client receives resumes / related skill profiles of individual candidates. Client approves of project resource assignments.
Define All Project Roles and Responsiblities	Project Roles & Responsibilities Document	▪ Create a Roles & Responsibilities document that outlines the all the project team members, their role in the project, their project responsibilities and contact information (email/phone numbers). ▪ Document will include a RACI (Responsible, Approver, Collaborator, Informed users) matrix per organization to ensure each is represented & can be segmented. All roles impacted by the change, by business function is included. ▪ Conduct interviews with SMEs and managers to ensure accuracy. ▪ The document will be kept up-to-date in a timely manner, incorporating any changes. ▪ The document will be maintained on ProjectForce, accessible to the Client any time.	Client provides input into content of the Roles & Responsibilities document. Roles & Responsibilities document is accessible in ProjectForce. Client signs off on Roles & Responsibilities document.

Setup ProjectForce Tool	ProjectForce Tool	ProjectForce, a project management tool, will be used to centralize all project related documents and information including (but not limited to):
		   o SOWs/Contracts
		   o Project Tasks
		   o Requirements
		   o Budget/Spend
		   o Technical documents
		   o Deliverables
		   o Sprints/Iterations
		   o Risk and Issues
		   o Schedules
		   o Test Plans
		   o Training materials
		▪ Vertiba will setup ProjectForce and provide access to the Client project team members
			Project Force access is available to the Client upon contract signing through Acceptance and Close-Out.

Project Kickoff Meeting	Project Kickoff Presentation Document	▪ Assemble Team (Vertiba and Client resources) ▪ Setup Salesforce.com Environment ▪ Collect Project Objectives	Client attends and reviews kickoff meeting

	Meeting Minutes	▪ Collect Challenges with Existing Systems ▪ Identify Project Success Criteria ▪ Prepare for Workshops ▪ Conduct a formal Project Kick-Off meeting, which serves as the first meeting of the Project Steering Committee. ▪ Document the meeting minutes which shall include any action items discussed	presentation Kickoff Presentation Document is accessible in ProjectForce.

Create Project Charter	Project Charter Document	Documentation (in collaboration with Client Project Manager) outlining the following project information at a high-level:
		    o Business Problem
		    o Project Description
		    o Project Scope (in and out)
		    o Project Justification
		    o Project Objectives
		    o Assumptions
		    o Constraints and Dependencies
		    o Preliminary Phase / Milestone Schedule
		    o Cost Estimate and Funding Source
		    o Project Stakeholders
		    o Project Sponsors
			Project Charter Document is accessible in ProjectForce.
			
			Client signs off on Project Charter document.

Create Project Plan	Project Plan Document	Establish a Project Plan, in collaboration with the client, that is kept up-to-date and shall include the following:
		    o Purpose
		    o Major milestones
		    o Project Tasks and Assignments
		    o Timelines
		    o Dependencies
		    o Constraints
		    o Budget
		    o Resource Bandwidth Estimates
		    o Project Governance
			Project Plan Document is accessible in ProjectForce.
			
			Client signs off on Project Plan document.

Create Communication Plan	Communication Plan Document	Create and maintain a Communication Plan that will be kept up-to-date and shall include the following:
		    o Communications management approach
		    o Roles of those involved in the Communications
		    o Types of Communications
		    o Objectives of the Communications
		    o The Medium for each Communication Type
		    o Frequency of the Communication Types
		    o Audience for each Communication Type
		    o Owner for each Communication Type
		    o Deliverables associated with each Communication Type
			Communication Plan is accessible in Project Force.
			
			Client sign-off on Communication plan

Create a Weekly Status Reports	Weekly Status Report	Vertiba will produce a weekly status reports every Friday morning outlining:
		    o Recent Accomplishments
		    o Current activities
		    o Upcoming activities
		    o Risks and Issues
		    o Changes
		    o Budget
		
		The Weekly Status Report will also indicate the overall status color (green, yellow, red) for:
		- Budget
		- Scope
		- Schedule
			Weekly Status Reports are accessible in ProjectForce.
			
			Client receives a complete weekly status report Friday mornings.
			
			If Friday falls on a holiday, Client will receive the weekly status report the prior available business day.

Conduct Executive Monthly Status Meetings	Monthly Executive Status Agenda and	Monthly status meeting with the CEO of Vertiba, Vertiba Engagement Manager, Salesforce Engagement Manager and the Client Executive Project Sponsor to discuss overall project status, risks and issues.	Monthly meetings occur with all participants representing

	Meeting Minutes	• Vertiba will create an Agenda outlining the topics for the meeting and distribute to invitees at least one business day prior to the meeting. • Vertiba will document the meeting Minutes and distribute them at within two business days after the meeting.	Salesforce, Vertiba and the Client. Meeting Agenda and Minutes are accessible in ProjectForce.
Conduct Weekly Project Status Meeting	Agenda and Meeting Minutes	Weekly status meeting with key project team members to discuss progress, risks, issues, action items and dependencies. ▪ Vertiba will create an Agenda outlining the topics for the meeting and distribute to invitees at least one business day prior to the meeting. ▪ Vertiba will document the meeting Minutes and distribute them at within two business days after the meeting.	Weekly meeting occurs with key Vertiba, Salesforce and Client resources in attendance. Meeting Agenda and Minutes are accessible in ProjectForce.
Create an Organizational Change Management Plan	Organizational Change Management Plan Document	An Organizational Change Management Plan will be created to outline and coordinate change management activities and deliverables, including but not limited to: ▪ Organizations impacted and associated owners ▪ Communications strategy ▪ Plan tasks and deliverables ▪ Timelines ▪ Interviews ▪ LOEs Provide ongoing Change Management advisory services to insure Client successfully adopts and implements the Plan.	Organizational Management Plan is maintained and accessible in ProjectForce. Client sign-off on Organizational Change Management Plan.
Create a Project Scope Change Control Governance Model	Project Scope Change Control Governance Model Document	Create a governance model to support project change control. ▪ Determine resources needed to comprise Change Control Board. ▪ Determine frequency of CCB meetings. ▪ Determine tolerance for micro-releases (ie: rapid deploys, weekly deploys, etc). ▪ Determine prioritization methodology.	Change Control Governance Model Document is maintained and accessible in ProjectForce. Client sign-off on Change Control Governance Model Document.
Conduct Project Scope Change Control Board Meetings	Agenda and Meeting Minutes	Work with Client to conduct and monitor change control board meetings. ▪ Vertiba will create an Agenda outlining the topics for the meeting and distribute to invitees at least one business day prior to the meeting. ▪ Vertiba will document the meeting Minutes and distribute them at within two business days after the meeting.	Meeting Agenda and Minutes are accessible in ProjectForce. Client is invited to meetings.

B. Milestone 2: *Analysis Phase*

Task	Deliverable	Description	Acceptance Criteria
Conduct CRM Orientation	Demo of Salesforce CRM PowerPoint Presentation	Conduct an orientation and demonstration of the Salesforce CRM appliation demo for all participants in the Business Process/Reporting Workshops and their managers, to assist them in preparing for the workshops. This orientation shall be conducted in advance of the workshops to provide time for participants to assess and document their potential busines process requirements.	PowerPoint Presentation is accessible in ProjectForce. Demo is executed with the right participants
Conduct Business Process/Reporting Workshops	Key Business Processes and Findings Document Requirements Documents	Conduct Business Process Review & Reporting workshops. These interactive sessions cover key business process that span agencies. During these sessions the project stakeholders will identify business requirements and ensure agreement regarding the processes to be supported through the Application. Potential barriers to success such as change-resistant behavior, pending organizational or infrastructure changes or contingencies, and disagreements among stakeholders on priorities are also identified. Process flow documentation that conveys the current and new approach to doing the work (swim lanes) ■ Create high level process documentation for case handling processes. ■ Identify the sub-processes that will change with the product implementation. ■ Create lower level flows for each identified business process. Specific goals include: o Document Key Business Processes o Document potential barriers to success o Identify Key Business Information (Fields & Objects) o Identify Data Conversion Requirements o Identify Data Validation Requirements o Identify Custom Configurations o Identify Workflow Requirements o Identify Finance Requirements o Identify Executive Requirements o Identify Operations Requirements o Identify Sales Requirements o Identify Reporting Requirements o Identify Web Requirements o Identify Metric Requirements (i.e. system usage)	Workshops are conducted with the correct resources, including the Client PM and Systems Analyst. Key Business Processes and Findings Document is accessible in ProjectForce. Requirements Documents are accessible in ProjectForce. Client sign-off on Key Business Process and Findings Document. Client sign-off on Requirements documents.
Conduct Change Management Executive and Manager Interviews	Documentation of Change Management Findings	■ Interview Executives and managers from each of the business teams impacted by the change. ■ Gain an understanding of their team key business drivers. ■ Gain an understanding of the perceived project risks in terms of adoption and change. ■ Gain an understanding of what works change techniques work well within the team. ■ Confirm understanding by following up with a notes and key take-aways.	Interviews are conducted with the correct resources, including the Client PM and Systems Analyst. Documentation of Change Management Findings are

			accessible in ProjectForce. Client sign-off on documentation of Change Management Findings.
Create a Change Management Program Success Metric Framework	Documentation of Change Management Program Success Metric Framework	▪ Taking input from Executives and Managers, build success metric framework. ▪ Establish baseline metrics and set target improvement metrics (equate to benefit ($)). ▪ Build a methodology for tracking metrics including: measurement tactics (including queries), time intervals for tracking, etc.	Documentation of Change Management Program Success Metric Framework is accessible in ProjectForce. Client sign-off on documentation of Change Management Program Success Metric Framework.
Conduct Integration Requirement Workshops	Documentation of Integration Workshop Findings Documentation of Integration Requirements Document	▪ Salesforce web services will interface with Client's Enterprise Service BUS (SOA/OSB) ▪ Integrations to create/update/query cases out of Salesforce should all come from one web service. That service should then be brokered by the Client's BUS to communicate to other 3rd party apps. ▪ Determine and create Integration Requirements documents that describe how Salesforce.com will integrate with other systems such as: 　　○ IDM 　　○ CTI 　　○ Chameleon 　　○ Accela 　　○ Alfresco 　　○ Denvergov.org 　　○ ESRI 　　○ Denver Address Database 　　○ CRM Mobile 　　○ The Bridge ▪ Identify Systems Salesforce will be integrating with. ▪ Identify Interfaces (Objects/Tables for each system) ▪ Identify Integration Actions: Insert, Update, Delete ▪ Identify Frequency and Triggering Event ▪ Identify Integration Technique (Batch file, web services, etc) ▪ Identify Integration Security Protocol and Authentication	Workshops are conducted with the correct resources, including the Client PM and Systems Analyst. Documentation of Integration Workshop Findings is accessible in ProjectForce. Documentation of Integration Requriements is accessible in ProjectForce. Client sign-off on Integration Requirements document.
Conduct Data Conversation Migration Plan Workshop	Documentation of Data Conversion Migration Plan	▪ Business Requirements ▪ Database Configurations in new System ▪ Mapping Requirements Template ▪ Business Sign off on Mapping Requirements ▪ Data Extraction ▪ Data Conversation into new system ▪ Report Bugs ▪ Fix Bugs ▪ Rerun Conversion ▪ Move to UAT with Users	Workshops are conducted with the correct resources, including the Client PM and Systems Analyst. Documentation of Data Conversion Migration Plan is

			accessible in ProjectForce.
			Client sign-off on Data Conversion Migration Plan.
Conduct a Gap Analysis	Documentation of Gap Analysis	▪ Identify any differences between the Project's scope as described in this SOW and share with Client. ▪ Identification of steps (if any) to address these differences, including reduce or modify requirements, expand scope and/or budget, adjust schedule or do nothing. ▪ Any changes required and approved by the Client are documented in ProjectForce within Requirements workbook and/or Change Order as required by the scope of the identified difference.	Gap Analysis Document is accessible in ProjectForce. Client decision on recommended changes in scope.
Create Business and Functional Requirements Documentation	Business and Functional Requirements Documents	▪ Define, documents, and prioritize Client's business requirements, with Client input. ▪ Review all documented requirements with key stakeholders to confirm estimated Level of Effort, scope and priority within budgetary constraints. ▪ Reporting Requirements Note: Will be used as the basis for designing and testing the system.	Requirements documents are accessible in ProjectForce. Client sign-off on requirements.
Establish Environments and Migration Plan	Development Environment QA Environment Production Environment Environment Migration User Guide	▪ Establish a Development environment where configuration, customization, coding will occur, as well as Unit Testing. Identify who has access. ▪ Establish a QA environment where changes that have been successfully unit tested from the Development environment will be migrated, and tested by QA Analysts and User Acceptance Testers. Identify who has access. ▪ Establish a Production environment, where changes that were successfully tested and signed-off on in the QA environment are migrated to. Identify who has access. ▪ Document and deliver a Migration User Guide from one environment to the next, detailing out "How To" steps. This document shall also document how to back-up and revert back to the previous version. ▪ Client System Administrators will be responsible for migration of changes to each environment (always following a sequential order of Dev to QA to Prod. Vertiba developers will be available for support. ▪ Current PeopleSoft CRM solution will run in parallel until a decision is made to disable it from Production.	Development Environment is set-up, connections are working, and is stable. QA Environment is set-up, connections are working, and is stable. Production Environment is set-up, connections are working, and is stable. Client System Administrators are successfully trained in Environment Migration steps. Environment Migration User Guide is accessible in ProjectForce. Client sign-off on Environment Migration User Guide.
Establish Deployment	Deployment Plan	Document and deliver a Deployment Plan which details	Deployment Plan

Plan		out:	is accessible in ProjectForce.
		- tasks and deliverables - timelines - assigned resources - rollback plan - risks - contingencies	Client sign-off on Deployment Plan.

C. Milestone 3: *Design Phase*

Task	Deliverable	Description	Acceptance Criteria
Creation of Functional Specs	Functional Specification Documentation	▪ Document outlines the key functional aspects of the project, including use cases, wireframes and business processes. ▪ Extract functional requirements from Project Force and produce in a document that encapsulates the collective functionality to be delivered . ▪ Vertiba will provide individual functional specs for different areas.	Functional Specs Document is accessible in ProjectForce. Client sign-off on Functional Specs documentation.

Creation of Technical Requirements Documentation	Technical Specification Documentation	A document outlining the technical aspects of the project including but not limited to:
		  o security and authentication / single sign on
		  o detailed design of all custom code required for the solution
		  o data model and database storage
		  o integration with other systems
		  o document any custom code to the system
		
		Client will contribute to the document as needed with information from other systems including the logic patterns/pseudo code where available, for each integration based on the code from the current interface.
		▪ Defines, documents, and prioritizes customer's technical requirements that will require Visualforce or Apex coding (Vertiba's Project Force instance of Salesforce.com).
		▪ Used as the basis for designing and testing the system.
			Technical Specification Document is accessible in ProjectForce.
			
			Client sign-off on Technical Specification documentation.

Conduct a Solution Design Workshop	Overall Solution Design in PowerPoint Presentation	Conduct Solution Design Workshop. Purpose of the workshop is to review the architectural, functional and technical specifications and get Client acceptance prior to the commencement of development. It will include detailed, iterative technical and configuration specification meetings with the ARB (Architectural Review Board). PowerPoint presentation of overall solution including the: Technical architecture Functional architecture Integration architecture Object model Key features Application and Process Design Specification Data mapping	Solution Design PowerPoint document is accessible in ProjectForce. Client sign-off on Solution Design.
Create an Environment / Infrastructure Document	Environment / Infrastructure Document	Documentation of the different environments and infrastructure components required to support the solution. Includes infrastructure required to complete the project successfully.	
Create Data Conversion Design Document	Data Conversion Design Document	Document describing all the data that will be loaded into salesforce.com: - Data from each system interface - Format of Data - Type of data - Data mappings - Sequence of the data loads - Data that will be excluded	Data Conversion Design Document is accessible in ProjectForce. Client sign-off on documentation.

D. Milestone 4: Build Phase

Task	Deliverable	Description	Acceptance Criteria
Creation of Accounts and Contacts	Documented in Requirements. Accounts and Contacts Setup in the System	• The setup of standard & custom fields to track Citizens and Customers. • Includes agency / division specific record types. • Complete Activity Tracking • Standard Salesforce.com data merging and installation and execution of any applicable free dupe blocking applications from the Appexchange	CFL Salesforce review prior to Client sign-off that objects are updated properly Client sign-off on the Accounts and Contacts.
Configuration for Case Management	Templates Case Types / Layouts Case Origin Assignment Rules	• Provide template in Case Description based on case type, code or other approach to allow agents to populate case related information as easily as possible • Provide multiple Case Types/Layouts to support unique case types when integrating to other system such as : Chameleon, Mobile App, GIS/Graffiti/Address360,etc... • Case Origin: Automatically create Cases from designated Email Addresses and Web forms • Assignment Rules: new Cases will automatically go to Queues based on type and be assigned automatically to Users • Automatically send a reply upon receipt Case to the submitter • Have a default queue for cases coming in that don't rise to the level of criteria for any other queue. • Need CRM web service, upon failure to create a case, wrap all the incoming data into a note and create a default case.	CFL Salesforce review prior to Client sign off that objects are configured properly. Client sign-off on Case Management Configuration
Configuration of SFDC Knowledge & Coveo Setup	Setup of Coveo and Knowledge Base Details are covered in Requirements.	• Salesforce.com Knowledge Base will be configured to act as a repository for internal use only. • The Knowledge Base will point to pages found on denvergov.org and flydenver.org. • Knowledge Base will leverage Coveo to federate knowledge articles with denvergov.org and flydenver.org. • Vertiba will configure article types, article displays and article management workflow and setup / configure Coveo • Include Setup Editors (determine and configure the group of users that will have access to Edit Salesforce.com Knowledge Articles, the article types in	CFL Salesforce review prior to Client Sign off that objects are configured properly Client sign-off on Knowledge Base and Coveo setup / configuration.

		which they can edit, and the fields that they have access to edit. ▪ Include Setup Publishers (determine and configure the group of users that will have access to Publish Salesforce.com knowledge articles ▪ Include Setup Administrators (determine and configure the group of users that will have full access to interact with Editing, Publishing, Archiving and Deleting Salesforce.com Knowledge Articles. These individual retain rights above and beyond any configured reviewed processes. ▪ Include Setup Archivers (determine and configure the group of users that will be able to archive articles that are deprecated and no longer needed for consumption ▪ Include Map Data Categories (create a relationship between a data category group and a field on a case. This allows automatic filtering of articles based on information populated in the case.	
Live Chat Setup	Installation of Live Chat	▪ Live Agent lets service organizations connect with website visitors in real time through a Web-based, text-only live chat. ▪ The Live Agent tab displays a home page that lets you quickly review recent chat transcripts and visitor records and launch the Live Agent console. ▪ The Live Agent console is a dedicated console used by customer service agents to manage Live Agent chats. ▪ Agents can answer chat requests, conduct live chats, and interact with Salesforce records and Salesforce Knowledge articles. ▪ Reporting on chat	CFL Salesforce review prior to Client Sign off that objects are configured properly. Client sign-off of Live Chat Setup.
Configuration of Workflows and Notifications	Details are covered in Requirements Installation of Workflow and Notifications	Setup salesforce.com workflows and approval processes and notifications based on requirements / process flows from workshops.	Client sign-off of Workflows, Approval Processes and Notifications
Security Setup	Details are covered in Requirements Setup of Security	▪ Setup Org Wide Security ▪ Setup User Profiles ▪ Setup Object/Field Level Access ▪ Setup Data Sharing Rules	Client sign off on security setup/configuration.

Mobile Setup (Employee Facing)		- Create one standard configuration of Salesforce1. - Test on Client provided mobile device. - Supports Android and iPhone	Client sign-off on mobile setup.
Develop Reports and Dashboards	Reports and Dashboards	Leverage salesforce.com's flexible analytics functionality to create custom Reports and Dashboards	Client sign-off on reports and dashboards.
Salesforce for Social Media	Salesforce setup with Facebook and Twitter	Provide the ability to monitor posts related to Client or Client agencies, connect with constituents and respond to posts and inquiries through ServiceCloud.	Client sign-off on Facebook and Twitter setup.
Data Migration	Data Migration Requirements from Current PeopleSoft CRM	- Migrate approximately 5,000 related instructions into Salesforce.com Knowledge - Vertiba will conduct three successful major data loads to QA and one successful load to Production from PeopleSoft CRM to Salesforce. - Need a Conversion environment. Minor loads of data will occur between the legacy database and the non-production database environment. This involves Vertiba and Client staff to perform the "minor loads" during the data conversion.	Data Migration Requirements are accessible in ProjectForce Client sign-off on Data Migration successful completion
IDM Single Sign On Integration	IDM Integration Requirements	- Configure Salesforce SAML Single Sign-On settings - Provide Salesforce.com start/login and signout pages for Client use in configuring customer identity provider information - Setup Identity Provider URLs as part of User setup in Salesforce.com - Verify/Validate SAML assertions - Client is responsible for all configuration of Identity Provider and providing an Authentication Certificate.	CFL Salesforce review prior to Client. IDM Integration Requirements accessible in ProjectForce. Client verifies that SSO is working during UAT.
CTI Integration	CTI Integration Requirements	Setup integration with CTI and Salesforce.com to provide call tracking and customer identification for DHS and 311.	CTI Integration Requirements accessible in ProjectForce. Client verifies CTI is working during UAT.
Build Chameleon Integration	Chameleon Integration Requirements	- Vertiba will construct a web service integration between Chameleon work order management and Salesforce.com leveraging existing integration logic where possible. - The integration will submit case information to Cameleon and receive updated status from Cameleon to Salesforce.com. - Client will provide the pseudo code in the design documentation to outline the integration logic where possible.	CFL Salesforce review prior to Client verification and sign off of integration operation during Integration testing task. Chameleon Integration Requirements accessible in ProjectForce. Client verifies Chameleon connection is working during UAT.

Build Accela Integration	Accela Integration Requirements	Vertiba will construct a web service integration between Accela work order management and Salesforce.com leveraging existing integration logic where possible. The integration will submit case information to Accela and receive updated status from Accela to Salesforce.com. Client will provide the pseudo code in the design documentation to outline the integration logic where possible.	CFL Salesforce review prior to Client verification and sign off of integration operation during Integration testing task. Accela Integration Requirements accessible in ProjectForce. Client verifies Accela connection is working during UAT.
Build Alfresco Integration	Alfresco Integration Requirements	▪ Vertiba will construct a web service integration between Alfresco document management and Salesforce.com to enable viewing of documents stored in Alfresco from a Salesforce.com case. ▪ This integration will be built leveraging existing integration logic where possible. ▪ Client will provide the pseudo code in the design documentation to outline the integration logic where possible.	CFL Salesforce review prior to Client verification and sign off of Alfresco integration during Integration Test Task. Alfresco Integration Requirements accessible in ProjectForce. Client verifies Alfresco connection is working during UAT.
Build Denvergov.org Integration	Denvergov.org Integration Requirements	▪ Work with Client to update existing HTML to send data to Salesforce.com to create new cases and add Live Agent Chat.	CFL Salesforce review prior to Client verification and sign off during Integration Testing. Denvergov.org Integration Requirements accessible in ProjectForce. Client verifies Denvergov.org connection is working during UAT.
Build ESRI Integration	ESRI Integration Requirements	▪ Vertiba will utilize a delivered connector available at the end of 2014 to connect ESRI with Salesforce.com. ▪ Client will provide the pseudo code in the design documentation to outline the integration logic where possible.	Client CFL Salesforce review prior to verification and sign off during Integration Testing ESRI Integration Requirements accessible in ProjectForce. Client verifies ESRI connection is working during UAT.
Build Denver Address Database (DAD) Integration	Denver Address Database Integration Requirements	▪ Vertiba will construct a web service integration between Denver Address Database and USPS for address validation ▪ This integration will be built leveraging existing integration logic where possible. ▪ Client will provide the pseudo code in the design documentation to outline the integration logic where possible.	CFL Salesforce review prior to Client verification and sign off during Integration Testing Denver Address Database Integration Requirements accessible in ProjectForce. Client verifies DAD connection is working during UAT.
Build CRM mobile (Ask Denver) Integration	CRM Mobile Integration Requirements	▪ Vertiba will construct a web service integration between Salesforce.com and Oracle SOA ESB middleware connected to CRM mobile. ▪ This integration will accept Cases created by Mobile application into Salesforce.com and return	CFL Salesforce review prior to Client verification and sign off during Integration Testing CRM Mobile Integration requirements accessible in ProjectForce. Client verifies CRM Mobile connection is working during UAT.

		Case Status when queried using existing integration logic where possible. ■ Client will provide the pseudo code in the design documentation to outline the integration logic where possible	
Configured Application		Application is configured and available for user acceptance testing by Client, including the following: ○ Non-production environment configuration ○ Configuration Workbook/Guide	CFL Salesforce review prior to Client sign off that the application is ready to begin User Acceptance Testing Client verifies configured application is working during UAT.
Custom Code		All Visualforce, Apex, JavaScript code developed to meet technical specifications based on workshops Must confirm to Client's standards for custom changes.	CFL Salesforce review prior to Client review and sign off of developed code. Client verifies custom code is working during UAT.

E. Milestone 5: *Validation Phase*

Task	Deliverable	Description	Acceptance Criteria
Creation of Test Plan	Documented Test Plan	▪ Document describing how quality will be managed and controlled throughout the project. ▪ The document will outline all phases of testing, defining each phase and identifying the responsible party. ▪ Defines how the application will be tested & who will be responsible for each phase of testing. ▪ Document will be created before the custom code is started.	Test Plan document accessible in ProjectForce. Client sign-off on Test Plan.
Creation of System Test Cases	Documented System Test Cases	▪ Develop detailed Test Cases for System Testing. ▪ Test Cases will be mapped to the business requirements.	System Test Cases accessible in ProjectForce. Client sign-off on Test Cases.
System Testing	Documented System Test Results	Vertiba & CCD Systems Analysts will conduct a System Test to test major business functionality, ensure the defined requirements are met, ensure the system supports the use cases that have been defined.	System Test Results accessible in ProjectForce. Client sign-off on test results.
Integration Testing	Documented Integration Test Results	▪ Deploy integration to test environment. ▪ Vertiba will work jointly and equally with Client to test each interface/web service call(Integration scenario). Testing will be conducted in a Salesforce.com sandbox and a test environment for the other Client systems. ▪ Establish end-to-end testing environment ▪ Conduct end-to-end (system) testing; address any bugs or issues, regression test, iterate.	Integration Test Results accessible in ProjectForce. Client sign-off on test results.
Creation of Unit/System Test Scripts	Unit/System Test Scripts	A set of scripts to test the functionality meets the specified functional and technical requirements.	Test Scripts accessible in ProjectForce. Client sign-off on Test Scripts.
Creation of UAT Test Script Templates	UAT Test Script Templates	▪ Vertiba will provide UAT Test Script Templates. ▪ Client will build test scripts based on user scenarios.	UAT Test Script Templates accessible in ProjectForce. Client sign-off on Test Script Templates
Coordination of User Acceptance Test	User Acceptance Test Plan	▪ Work with Client Subject Matter Experts to guide them through a full business scenario test of the application and delivered functionality. ▪ The business scenarios and test execution will be performed by Client. ▪ Any defects or change requests will be logged as bugs in ProjectForce and managed by Vertiba.	UAT Plan accessible in ProjectForce. Client signs-off on test results.
Development Fixes	UAT Test Results	Implement fixes from bugs found during System and UAT Test. Bugs occur when the system is not working according to the signed requirements, design, functional spec. Enhancements are not considered bugs and are changes that were not in the signed requirements, design, or functional specification.	Client signs-off on test results.
UAT Test Signoff		Client will complete User Acceptance Testing for the deployed application.	Client signs-off on UAT tests results.

F. Milestone 6: *Deployment Phase*

Task	Deliverable	Description	Acceptance Criteria
Develop Cutover Plan	Cutover Plan	Develop detailed cutover plan including: ▪ Rollout plan including ordered, detailed tasks ▪ Understanding what happens with PeopleSoft CRM ▪ Veriba and Client staff resource plan during cutover	Cutover Plan document is accessible in Project Force. Client sign-off on cutover plan.
Creation of End-User Rollout Plan	End User Rollout Plan	▪ Document to include cutover and post-go live support plan. ▪ Work with Client to deploy the application to the business users.	End-User Rollout Plan accessible in ProjectForce. Client sign-off on rollout plan.
Production Deployment	Deployment Plan	▪ Deploy custom code and configurations from Dev Sandbox to Dev QA to Production environment. ▪ Effort includes deployment preparation and troubleshooting, deployment and post-deployment support. ▪ Import users and final data set; activate user accounts. ▪ Deploy configuration, integration, and data to production environment. ▪ Live Application of completed application with users activated, production data migrated, and functional integrations, if applicable.	Deployment Plan accessible in ProjectForce. Client sign-off on production deployment.
Post Go-Live Support	Support Portal	▪ After go live, Vertiba will provide Tier 2 user and technical support to address small functional changes or defects free of charge for the first thirty days. Configuration would be considered a small functional change. Customization is not considered a small functional change. ▪ Post the thirty day go-live period, Client will utilize the Salesforce.com Premier+ Support Plan, which is included in the overall license subscription. Client's System Administrators will work directly with Salesforce.com support for all issues.	Support Portal accessible to the Client, Client sign-off that support was provided during 30 day period.
Create Roadmap Plan	Roadmap Plan	Based on observation of post-production support and feedback from user teams, pull together a framework for future releases including long term changes request, logically group release content, release schedules.	Roadmap Plan accessible in ProjectForce. Vertiba review session of propsed Roadmap Plan.

G. Milestone 7: *Training and Documentation*

Task	Deliverable	Description	Acceptance Criteria

Develop Education and Curriculum Strategy	Education and Curriculum Document	Document to include:
		   ○ Types of training sessions (i.e., Admin, technical, business),
		   ○ Teams involved
		   ○ Training delivery methods (i.e., classroom, virtual, etc.)
		   ○ Content outline
		   ○ High level schedule
			Education and Curriculum document accessible in ProjectForce.
			
			Client sign-off on Education and Curriculum Strategy.

Design End-User Training Curriculum	End-User Training Curriculum Documentation	▪ Develop training PowerPoint to be used by Instructor in leading an End User Training class. Includes Dashboard and Reports training and How to Workflows ▪ The Instructor training deck may be modified for each discreet team needing a variation of the training materials. ▪ Create a Quick Tips & Tricks or Job Aids document when appropriate.	End-User Training Curriculum Document in ProjectForce. Client sign-off on End-User Training Curriculum Document.
Conduct Admin Training	Administration Training Sessions	▪ Vertiba will conduct 2 four hour training programs for Client System Administrators in order to transition ownership of the customized aspects of the solution to Client. ▪ This training assumes admin has attended Salesforce.com administration training prior to the Admin Training class to be conducted by Vertiba. ▪ Will occur early in the project	Client sign-off that Admin training classes have been completed.
Conduct Report Training & Documents	Report Training Sessions and Documents	▪ How to Create ▪ How to Search ▪ How to Edit	Report Training Documents is accessible in ProjectForce. Client sign-off that Report training classes have been completed.
Conduct Train The Trainer	Train the Trainer Session and Documentation	▪ Vertiba will conduct one "train the trainer" training session to teach end user training personnel how to use the system. ▪ Classes can be in person or virtual. ▪ The Train-the-Trainer session comprises of 2 days of training for the trainers, and 1 day of training given by the trainees.	Train-the-Trainer documents accessible in ProjectForce. Client sign-off that Train The Trainer training classes have been completed.
Security / Refresh Procedures / Migration Training	Conduct Training Session	Vertiba will conduct training session for technical resources on security, refresh procedures and migration.	Client sign-off that technical training class has been completed.

H. Milestone 8: *Acceptance and Close-Out*

Task	Deliverable	Description	Acceptance Criteria
Conduct Project Closure	All project documents Remaining Invoices	▪ Wrap-up project with the client ▪ Review outstanding requirements, bugs, deliverables and issues and determine follow-up actions ▪ Complete invoicing ▪ Finalize and deliver remaining documentation ▪ Conduct Lessons Learned ▪ Provide all documentation from the project to the client	Client sign off that Project Closure tasks have been conducted.
Closure Meeting Presentation	Lessons Learned Document	▪ Summary of lessons learned by Client and Vertiba ▪ Actions to close any remaining issues ▪ Recommendations for further attention by Client or salesforce.com ▪ Assist Client in prioritizing follow-on requirements, and provide feedback on Project.	Client sign off that Lessons Learned meeting has been conducted.

IV. Project Assumptions

This section documents Vertiba's project assumptions for this Scope of Work.

Task	Assumptions	Implications
Deliverable Development & Iterations	*Deliverable Acceptance Timing: 5 Business Days*	All Vertiba deliverables will be reviewed by the Client. Within that time, the Client will accept deliverables or provide comprehensive feedback on changes that are required to make the deliverable acceptable. Based on feedback from Client, Vertiba will provide an updated version of the deliverable and Client will verify that all changes were made as requested. Additional iterations of requested changes are out of scope.
Business Process Reviews	*Number of Groups: 11 Agency Groups per CCD CRM Project Agencies*	Workshops for some agencies will be conducted together for 11 groups of users for requirements gathering purposes. This addresses on BPR for each identified User group (as determined by CCD) and on additional workshop specifically to address the 311 team. Each group will be no more than 10 people total.
Develop Reports and Dashboards	*Number of Custom Reports: 50 or less*	We will leverage salesforce.com's flexible analytics functionality to create custom 50 Reports and Dashboards. Vertiba will train CCD admin personnel to create and modify reports. Additional reports can be easily added by Client users or administrators.
SFDC Knowledge	*Number of Articles: 5000 or less;*	• Vertiba and Client will jointly format the existing related instructions (articles) into the required input formats, and provide translations into each of the destination languages. • Client will review imported articles, identifying issues, and making content updates so the articles meet expectations. Any modifications to html articles that are required after the import will be the responsibility of Client. • The File custom field type allows users to attach documents to articles.
Live Chat Setup	*Number of Live Agent deployments: 1*	• Vertiba will implement one deployment of Live Agent with a branded user interface and one button to initiate the chat. All chat agents will have the same configuration for number of active chats, standard chatlets (mini-applications), and no customized pre or post chat pages. • Create one user profiles or permission sets to determine which users can access chat transcripts and visitor records. • Identify one set of skills to help route incoming chats to the right agents. • Create skills and assign users to them. • Create Quick Text messages to help agents chat with customers more efficiently. • Reporting on chat will be part of setup. • Need to train agencies on Live Chat Configurations
Data Migration	*Number of Data Loads: 8*	Vertiba will conduct three successful test and one successful production load of migrated data into Salesforce. Vertiba will work collaboratively with the Client to extract data from the current system and perform any work required to transform the data into the CSV format required by Salesforce.com. Vertiba will provide a template for the loading of the data. • Vertiba and Client will be responsible for data cleansing, de-duplication or other transformations of data required in order to load the data into salesforce.com using a free tool. • Vertiba will confirm data mapping with Client and will do three successful test loads and one successful production load. If additional data loads are required, additional time/expense will be required. • A unique record identifier for each record and straightforward method for determining record ownership will be provided in the CSV file • All data to be loaded is supported by the application's existing data types • Cloudingo will be used to cleanse and de-duplicate the data
Single Sign On	*SSO Is in Place*	Client to provide Single Sign-On Identity Provider and any related Authentication Certificate. Client to make any changes required to Oracle Identity Management solution

General Integration Assumptions	*Applies to All integration Tasks*	• An interface is a one-way connection between the source system with a salesforce.com object. A bi-directional connection should be considered two interfaces. • Client and Vertiba will jointly design and test all integrations. Vertiba will be responsible for development in Salesforce.com and connecting Salesforce.com to web services. Client is responsible for development on the Oracle Service Bus and web services from applications other than Salesforce.com. • Client will provide required network access for development, implementation, and on-going functioning of the integration solution. • Client is responsible for procuring, installing, hosting, testing, deploying, and maintaining any associated hardware, third party software, patches, or upgrades required to support the integration processes and interaction with the salesforce.com API • Client is responsible for monitoring and resolving errors logged in error files post go live. The native logging functionality of the integration tool will be used. • Once the integration is built, the integration program will exchange data as it is provided from either involved system. • Client is responsible for maintaining the quality and integrity of data involved in integrations where it is mutually understood as required for the integrations to function as designed. This includes data inside of salesforce.com.
Chameleon & Accela Integrations	*Integration assumptions: one object/table each way*	Vertiba will construct web service integration between Work Order Management Systems (Chameleon and Accela) and Salesforce.com leveraging existing integration logic where possible. Client will provide the pseudo code in the design documentation to outline the integration logic.
Alfresco Integration	*Alfresco integration assumptions:*	Vertiba will construct a web service integration between Alfresco and Salesforce.com to store and retrieve case attachments. This integration will be built leveraging existing integration logic where possible]. • Client will provide the pseudo code in the design documentation to outline the integration logic where possible. • Integration is limited to uploading and viewing attachments from Alfresco on the Salesforce.com Case record. • Security will be managed by a system login and will be controlled by salesforce.com record access not based on user credentials. So if the user has access to the case record then they can access to all attachments on the case.
ESRI Integration	*ESRI integration assumptions:*	Vertiba will create the following integrations with ARC GIS using the soon to be released ESRI connector. The ESRI connector will be available to users who are licensed for both Salesforce.com and ESRI. These integrations will be limited to the capabilities of this connector. • Outbound –An interface will be created to request information from ESRI. The specific information requested will be determined via integration requirements development; however, the information requested must exist in the current ESRI database. • Inbound - An interface will be created to return information from ESRI to Salesforce.com based on an Outbound request. The specific information returned will be determined via integration requirements development; however, the information requested must exist in the current ESRI database. • Data returned from ESRI is formatted properly and requires little to no transformation and re-formatting. • Address validation via DADS is assumed to be a separate task/deliverable for the project, and is not considered part of the ESRI Integration. . • Optionally: the system can be designed to leverage salesforce.com geolocation coordinates to eliminate workload on the ESRI system. This would require the locations to be loaded into salesforce.com with their respective geocoordinates (Council Districts, Police Districts, NIS Districts, Graffiti Zones, Traffic and Engineering Zones.) CCD may specify this capability as part of the ESRI integration task scope during requirements development.

CRM Mobile Integration	*CRM mobile integration assumptions: one object/table each way*	Vertiba will construct a web service integration between Client's 311 Mobile application and Salesforce.com existing middleware connected to 311 mobile. This integration will leverage existing integration logic where possible. Client will provide the pseudo code in the design documentation to outline the integration logic. This interface will be the same as the present AskDenver mobile interface. • Inbound – requests are submitted for various city services. The inform • Outbound – Display information from an existing case. The content displayed will be identified during requirements development – however the current application displays the status of a current case. • Security will be managed via middleware and will be controlled by the current mobile application.
Deployments		• Development will be conducted in a Dev environment. User Acceptance Testing during the Development phase will be conducted in the QA environment. • Promotions of all code/configurations to the QA environment will only occur during the Validation phase • Promotions to Production will only occur during the Deployment phase.
Training		• Client is responsible for course logistics for onsite training. All training facilities must include projector, screen (or equivalent), whiteboard (or equivalent), and high speed internet access for instructor machine and participant machines. Participants must provide their own laptops. Client is responsible for duplication of materials. • Client is responsible for ensuring participants attend the standard, web-based pre-requisite courses prior to attending the onsite workshops.

V. SERVICE LEVEL AGREEMENT

Salesforce.com provides non-neogtiable SLAs for operational performance that are in appendix A and B of the Vertiba Proposal.

VI. PROJECT COST AND PAYMENT SCHEDULE

The Professional Services described in this SOW are provided on a fixed fee basis due according to the payment schedule. These invoices will be due 30 days from receipt of invoice pending Client sign-off that milestones have been met. Any work outside the scope of this SOW shall be set forth in a separate Statement of Work.

Component	Cost - Year 1	Year 2	Year 3	Year 4	Year 5	Vendor Explanation of Costs
Implementation Services						
CRM Solution Implementation	$ 838,345.00	$ 98,159.00				Certified Salesforce.com Consultants from Vertiba, and Xede, including travel.
CTI Implementation Services	$ 7,000.00					
Total Implementation Services	$ 845,345.00					
Training						
Training for Admins & End Users	$ 42,380.00					Vertiba Consulting Services related to training.
Total Professional Services	$ 887,725.00					
Software Subscription Fees						
Salesforce.com Performance Edition	$ 110,603.60	$ 310,603.60	$ 210,603.60	$ 210,603.60	$ 210,603.60	Service Cloud - Performance Edition (Government) -100 users
Computer Telephony Integration software	$ 20,412.00	$ 20,412.00	$ 20,412.00	$ 20,412.00	$ 20,412.00	60 Users (DHS & 311) for computer telephony integration software based on a vendor to be determined during implementation of this project.
Salesforce.com Customer Communities	$ 29,558.40	$ 29,558.40	$ 29,558.40	$ 29,558.40	$ 29,558.40	Customer Community (20,000 Logins/month)
Salesforce.com Partner Edition	$ 118,233.60	$ 118,233.60	$ 118,233.60	$ 118,233.60	$ 118,233.60	Partner Community (1,000 Members)
Support & Maintenance (Years 2 through 5 must be at the same level of support as Year 1 warranty)	$ -	$ -	$ -	$ -	$ -	All Support and maintenance included in User & Subscription Fees for listed products.
Subtotal	$ 278,807.60	$ 478,807.60	$ 378,807.60	$ 378,807.60	$ 378,807.60	
Travel						To be paid by Vertiba.
Grand Total	$ 1,166,532.60	$ 576,966.60	$ 378,807.60	$ 378,807.60	$ 378,807.60	

Professional Services Payment Milestone	Percentage	Invoice Amount
Project Kickoff	15.00%	$ 132,108.75
Planning & Analysis Phase Completion	12.00%	$ 105,687.00
Design Phase Completion	12.00%	$ 105,687.00
CTI Implementation Services		$ 7,000.00
Build Phase Completion	12.00%	$ 105,687.00
Validation Phase Completion	12.00%	$ 105,687.00
Training & Documentation Completion	12.00%	$ 105,687.00
Deployment Phase	12.00%	$ 105,687.00
Accept and Close-Out	13.00%	$ 114,494.25
Total	**100.00%**	**$ 887,725.00**
Year 2 Services Payment		$ 98,159.00
Total Vertiba Services		$ 985,884.00

VII. PROJECT SCHEDULE

Based on standard assumptions regarding Client participation, timeliness and risk factors, Vertiba estimates the timeline for this project to be 26-32 weeks from the start date. Below is a proposed timeline for the key phases. Actual start date and subsequent milestones will be based on resource availability and determined after the SOW and Professional Services Agreement is fully executed. **NOTE: This calendar will be agreed upon by Client and Vertiba based on contract negotiations. Client has stated that the objective of the project is to complete delivery within six to nine months.**

- **Estimated Start Date:** February 2015
- **Estimated Planning Complete:** March 2015
- **Estimated Analysis Complete:** April 2015
- **Estimated Design Complete:** May 2015
- **Estimated Build Complete:** July 2015
- **Estimated Training Complete:** September 2015
- **Estimated Validation Complete:** September 2015
- **Estimated Deployment Complete:** October 2015

Depending on the amount and complexity of the requirements uncovered during the analysis phase, the work may be delivered in multiple sprints/iterations which would result in a different schedule.

VIII. OUT OF SCOPE

- Deployment of Salesforce Answers
- Use of Coveo on public facing websites
- Mobile Application Development
- Purchase and Paid Setup of De-duplication products such as Cloudingo
- Vertiba Support Services after the initial 30 day go-live period.
- Development of Applications or Integration to Applications not listed in this SOW
- Service Contracts & Entitlements
- Creation of Training Videos or End User Training Manuals
- Any work not specified within this SOW

IX. SIGNATURES AND TERMS

By signing below, Vertiba and Client acknowledge and agree to the terms and conditions set forth in the Professional Services Agreement and this SOW. The Effective Date of this SOW shall be the date executed by both parties.

Client

[[SertifiSStamp_1]]

_____
Signature

[[SertifiCompany_1]]

_____
Company

[[SertifiTitle_1]]

_____
Title

[[SertifiDate_1]]

_____
Date

Vertiba, Inc.

[[SertifiSStamp_2]]

_____
Signature

Vertiba, Inc.

_____
Company

[[SertifiTitle_2]]   CEO

_____
Title

[[SertifiDate_2]]   1/7/15

_____
Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Debra Jeffries x5821		
Russell Ins. Group, Inc. (MAR) A Subsidiary of ACNB Corp. 2526 West Liberty Road Westminster, MD 21157 Douglas C. Marks	PHONE (A/C, No, Ext): 410-875-5617		FAX (A/C, No): 410-875-5340
	E-MAIL ADDRESS: djeffries@riginsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Twin City Fire Insurance Co.		29459
INSURED Carahsoft Technology Corp Fed Results ESVA 12369 Sunrise Valley Dr Ste D2 Reston, VA 20191	INSURER B : Hartford Casualty Ins. Company		29424
	INSURER C : Sentinel Insurance Company Ltd		11000
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			30SBABU9482	04/19/2014	04/19/2015	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
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			30UECAT1510	04/19/2014	04/19/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			30SBABU9482	04/19/2014	04/19/2015	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	30WECLJ1554	04/19/2014	04/19/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Property/Contents Bus. Inter.			30SBABU9482 (ALS)-ACTUAL LOSS SUSTAIN	04/19/2014	04/19/2015	Contents Repl Cost	35,800

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Certificate holder is listed as additional insured as respects to general liability coverage, ATIMA

CERTIFICATE HOLDER	CANCELLATION
City & County of Denver 700 14th Street Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *DC Marks*

ACORD 25 (2010/05)   The ACORD name and logo are registered marks of ACORD

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	
Madison Insurance Group 600 S. Cherry Street, #900 Denver, CO 80246 Dennis D Driscoll	**CONTACT NAME:** Beverly Wrench
	PHONE (A/C, No, Ext): 720-441-4419 **FAX (A/C, No):**
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Company Ltd	11000
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Vertiba Inc
Beverly
2960 Center Green Court 202
Boulder, CO 80301

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY	X	X	34SBMPJ1524	02/01/2014	02/01/2015	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
							professio	$ 1,000,000
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			34SBMPJ1524	02/01/2014	02/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
A	X UMBRELLA LIAB X OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED X RETENTION $ 10000			34SBMPJ1524	02/01/2014	02/01/2015	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NO COVERAGE W/ MADISON			WC STATU-TORY LIMITS ☐ OTH-ER ☐	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
				NO COVERAGE W/ MADISON			E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
CITDEN2 City & County of Denver 700 14th Street Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE**

ACORD 25 (2010/05)   The ACORD name and logo are registered marks of ACORD

Contract Control Number: TECHS-201419193-00

Contractor Name: VERTIBA INC

By: _____

Name: _____
        (please print)

Title: _____
        (please print)

ATTEST: [if required]

By: _____

Name: _____
        (please print)

Title: _____
        (please print)

Contract Control Number: TECHS-201419193-00

Contractor Name:

CARAHSOFT TECHNOLOGY CORPORATION

By: _____

Name: _____Patrick Gallagher_____
(please print)

Title: _____Vice President_____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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Contract Control Number: TECHS-201419193-00

Contractor Name: VERTIBA INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL   **CITY AND COUNTY OF DENVER**

ATTEST:

By_____

_____

APPROVED AS TO FORM: REGISTERED AND COUNTERSIGNED:

D. Scott Martinez, Attorney for the
City and County of Denver

By_____

By_____

By_____