

**DRAFT SERVICES AGREEMENT BETWEEN  
THE CITY OF SUNNYVALE AND ADOXIO BUSINESS SOLUTIONS USA LIMITED FOR  
IMPLEMENTATION SERVICES OF A MICROSOFT DYNAMICS CONSTITUENT  
RELATIONSHIP MANAGEMENT (CRM) SYSTEM**

THIS AGREEMENT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and ADOXIO BUSINESS SOLUTIONS USA LIMITED, a Washington corporation ("CONTRACTOR").

WHEREAS, CITY is in need of specialized services for implementing a Microsoft Dynamics Constituent Relationship Management (CRM) System; and

WHEREAS, CONTRACTOR possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Contract Documents

The complete Contract consists of the following documents: Request for Proposal No. F16-106, consisting of a Notice Inviting Proposals, Instructions to Proposers, Specifications, Terms and Conditions, and CONTRACTOR's completed Proposal and Scope of Work (Exhibit "A"). These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the CITY and the CONTRACTOR are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. Services by CONTRACTOR

It is understood and agreed that tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and work performed and completed as required in the bid documents under the sole direction and control of the CONTRACTOR, and subject to approval of the City.

3. Time for Performance

The term of this Agreement shall be from the date of contract execution through project completion. The schedule of performance may be revised by the mutual agreement of CONTRACTOR and CITY.

4. Compensation

In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Hundred Two Thousand Four Hundred and No/100 Dollars (\$202,400.00) unless upon written modification of this Agreement. Payments shall be made upon CITY's acceptance of completed tasks, and in further accordance with the payment provisions specified in this section and in Exhibit "B," Milestones and Proposed Schedule. CONTRACTOR shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or [accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov). Payment shall be made within thirty days upon receipt of an accurate itemized invoice by CITY's Accounts Payable unit.

5. Conflict of Interest

CONTRACTOR shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONTRACTOR is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR'S obligations under this Agreement.

6. Confidential Information

CONTRACTOR shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONTRACTOR may become aware in the performance of its services.

7. Compliance with Laws

- (a) CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, gender, age (persons 40 years or older), disability, or any other basis to the extent prohibited by federal, state, or local law. All employees of CONTRACTOR shall be treated during employment without regard to their race, creed, color or national origin.
- (b) CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

8. Independent Contractor

CONTRACTOR is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONTRACTOR. CONTRACTOR is responsible for paying all required state and federal taxes.

9. Indemnity

I. General Hold Harmless

CONTRACTOR shall indemnify and save harmless CITY and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of CONTRACTOR under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- A. Injuries to or death of any person, including CONTRACTOR or its employees/officers/agents;
- B. Damage to any property of any kind whatsoever and to whomsoever belonging;
- C. Any sanctions, penalties, or claims of damages resulting from CONTRACTOR'S failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- D. Any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of CITY and/or its officers, agents, employees, or servants. However, CONTRACTOR'S duty to indemnify and save harmless under this Section shall not apply to injuries or damages for which CITY has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of CONTRACTOR to indemnify and save harmless as set forth by this Section shall include the duty to defend as forth in Section 2778 of the California Civil Code.

## II. Intellectual Property Indemnification

CONTRACTOR hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights," Exhibit "C") except as otherwise noted by this Agreement. CONTRACTOR warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. CONTRACTOR shall defend, indemnify, and hold harmless CITY from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. CONTRACTOR's duty to defend, indemnify, and hold harmless under this Section applies only provided that:

- A. CITY notifies CONTRACTOR promptly in writing of any notice of any such third-party claim;
- B. CITY cooperates with CONTRACTOR, at CONTRACTOR's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim;
- C. CONTRACTOR retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided CONTRACTOR shall not have the right to settle any criminal action, suit, or proceeding without CITY'S prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on CITY, impair any right of CITY, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of CITY without CITY's prior written consent, not to be unreasonably withheld); and
- D. should services under this Agreement become, or in CONTRACTOR'S opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes CITY's reasonable use of the services under this Agreement to be seriously endangered or disrupted, CONTRACTOR shall, at CONTRACTOR's option and expense, either:
  - (i) procure for CITY the right to continue using the services without infringement or
  - (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent. Notwithstanding anything in this Section to the contrary, CONTRACTOR will have no obligation or liability to CITY under this Section to the extent any otherwise covered claim is based upon:
    - a. any aspects of the services under this Agreement which have been modified by or for CITY (other than modification performed by, or at the direction of, CONTRACTOR) in such a way as to cause the alleged infringement at issue; and/or
    - b. any aspects of the services under this Agreement which have been used by CITY in a manner prohibited by this Agreement.

The duty of CONTRACTOR to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

10. Insurance

CONTRACTOR shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "B" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "D."

11. CITY Representative

Hemalatha Nekkanti, Information Technology Services Manager as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

12. CONTRACTOR Representative

Grant McLarno, Chief Executive Officer shall represent CONTRACTOR in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONTRACTOR pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONTRACTOR representative.

13. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY: Hemalatha Nekkanti, Information Technology Services Manager  
Information Technology Department  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONTRACTOR: Grant McLarnon, Chief Executive Officer  
Adoxio Business Solutions USA Limited  
8201 164<sup>th</sup> Ave NE, Ste 200  
Redmond, WA 98052

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

14. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

15. Termination

A. If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt

of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.

B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.

C. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

16. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

By \_\_\_\_\_

City Clerk

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_

City Manager

APPROVED AS TO FORM:

ADOXIO BUSINESS SOLUTIONS USA LIMITED  
("CONTRACTOR")

By \_\_\_\_\_

City Attorney

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title



# City of Sunnyvale California

## **Project**

Constituent Relationship Management (CRM) System and Implementation Services

## **Document Type**

Statement of Work (SOW)

## **Date**

October 26, 2016

## **Prepared by**

Legal Company Name: Adoxio Business Solutions USA Limited

Company Address: 8201 164th Ave NE, Suite 200 Redmond, WA 98052

Contact Name: Chris Cole

Contact Phone: (800) 508-7811 ext. 569

Contact E-mail: [chris.cole@adoxio.com](mailto:chris.cole@adoxio.com)

# Table of Contents

<b>About Adoxio .....</b>	<b>3</b>
Our Technology Platform.....	3
Awards and Recognition .....	3
<b>Adoxio's Vital Statistics .....</b>	<b>4</b>
<b>Our Understanding of the Original Requirements.....</b>	<b>5</b>
<b>New Requirements.....</b>	<b>6</b>
Project Management.....	6
Mobile Solution.....	6
<b>Scope of Work .....</b>	<b>7</b>
Implementation Services for Dynamics CRM and Portal .....	7
Interface Services.....	7
CRM and Mobile Application Configuration Effort.....	8
(Optional) Enterprise Change Management.....	8
<b>Out of Scope .....</b>	<b>9</b>
<b>Assumptions .....</b>	<b>9</b>
General.....	9
CitySourced.....	9
<b>Estimated Costs .....</b>	<b>11</b>
<b>Estimated Time .....</b>	<b>11</b>
<b>Change Request Process.....</b>	<b>12</b>
<b>Change Request Form.....</b>	<b>13</b>
<b>Approval.....</b>	<b>14</b>
Approval Signatures .....	14

## About Adoxio

Adoxio Business Solutions USA Limited (Adoxio) is a privately held corporation and Microsoft Dynamics CRM solutions provider. Originally incorporated in 2015, we currently employ more than 60 professional staff in offices in the USA and Canada.

Adoxio was formed after the acquisition of Adxstudio by Microsoft for their Dynamics CRM Portals product, and is the former services arm of Adxstudio. As such, we have inherited and built on the history of providing quality web-enabled CRM software solutions to organizations (including non-profit and government organizations) locally in Canada and across the globe. Our customers are small to medium businesses, as well as enterprise multi-national corporations.

## Our Technology Platform

Adoxio is a Microsoft Gold-Certified Partner for both Application Development and Customer Relationship Management, and provides powerful and cost-effective business solutions for web-enabled software applications by providing:

- ✓ Installation, configuration, and management of Microsoft Dynamics CRM software
- ✓ Microsoft Dynamics CRM Portals and other customized solutions

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We implement  
solutions that go  
beyond what  
others believe to  
be possible.

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## Awards and Recognition

Adoxio continues the tradition of award-winning excellence in the provision of solutions based on the Microsoft Dynamics CRM platform:

- ✓ 2016 Digital Government Achievement Award – California Department of Insurance
- ✓ 2016 IMPACT Award for Innovation in Dynamics Cloud CRM
- ✓ 2016 Microsoft Dynamics Regional Partner of the Year
- ✓ 2015 Microsoft Dynamics Regional ISV Partner of the Year, Canada
- ✓ 2015 Microsoft Dynamics President's Club
- ✓ 2015 IAMCP Innovation Partner of the Year, United States
- ✓ 2015 IAMCP Innovation Partner of the Year, Canada
- ✓ 2014 Microsoft Dynamics President's Club
- ✓ 2014 Microsoft Dynamics Regional Partner of the Year, Canada



## Adoxio's Vital Statistics

Category	Details
Full legal name	Adoxio Business Solutions USA Limited
Year established	1998 as Adxstudio, bought by Microsoft, and relaunched in 2015 as Adoxio
Number of people	60+ staff in offices across the US and Canada
Head Office	Adoxio Business Solutions USA Limited 8201 164th Ave NE, Suite 200 Redmond, WA 98052
Contact	Chris Cole, CRM Solutions Sales Executive Phone: (800) 508-7811 ext. 569 <a href="mailto:chris.cole@adoxio.com">chris.cole@adoxio.com</a>

## Our Understanding of the Original Requirements

In RFP No. F16-106, the City highlighted a number of objectives that the selected vendor would have to address. The items listed in the objectives will be addressed during the implementation of the proposed solution. For clarity, the items are restated below:

- Procurement and implementation of a Constituent Relationship Management (CRM) solution to replace the functionality provided by a number of legacy information systems
- Enhancing operational effectiveness by providing online and mobile access for the submission of service requests and information requests to residents, business residents, and others
- Improve oversight and accuracy in completing requests
- Integration with work order and other systems to queue requests for efficient execution
- Improve business recruitment and retention through improved support during both start-up and on-going operations
- Improving management and public policy decision making by increasing the ability to analyze data
- Utilizing and managing technology in a cost effective manner
- Enable the elimination of a home-grown legacy system
- Increasing operational effectiveness
- Enhancing internal communications through the use of information technology and improved business processes
- Implementing enhanced features and functionality to support increased automation and operational efficiencies (i.e. workflow, self-service, etc.)
- Improving the availability of information and services through improved online and mobile access
- Reducing the extent of custom modifications to the City's application portfolio through the adoption of best business practices provided by a Commercial Off-the-Shelf (COTS) solution
- The City has identified a number of critical concerns regarding the implementation of a CRM solution:
  - How does the proposed CRM solution align with the City's overall vision and goals?
  - How well does the proposed CRM solution align with the City's technology standards?
  - Does the proposed CRM solution system provide functionality to support Effectiveness, Information Sharing, Transparency and Robust Reporting?
  - Does the CRM solution provider have a clear approach to achieve and maintain user consensus as to the benefits related to the use of an integrated CRM solution?

## New Requirements

The City has also reviewed the original requirements outlined in the original RFP when the vendor submissions were being evaluated. The two new items are related to:

- project management
- mobile application consolidation

## Project Management

Adoxio **will provide a separate change request for any work related to the project management functionality** as the requirements become refined during the Discovery and Design phase of the project.

## Mobile Solution

Adoxio will include time associated to the mobile application consolidation. For the mobile application consolidation portion, the City of Sunnyvale California would like to consolidate five (5) of their existing mobile applications into one general City Application. The existing application that are to be consolidated are:

<http://www.pulsepoint.org/tag/sunnyvale/>

<http://local.nixle.com/city/ca/sunnyvale/>

<http://sunnyvale.boopsie.com/>

<https://itunes.apple.com/us/app/sunnyvale-recycles-right/id1021767369?mt=8>

<https://www.onlinebiller.com/sunnyvale/>

Each of these mobile applications are to be surfaced through the new consolidated City of Sunnyvale mobile application. This will make it easier for citizens to access the functionality of the applications without having to download multiple applications independently, and make the user experience more seamless for the citizen.

## Scope of Work

The foundation of the solution will be built on the Microsoft Dynamics CRM platform and will include the CRM Portals version 7 and the CitySourced mobile application framework. **The estimates below are subject to change, based on the outcomes from the Discovery phase.** The items listed below are in scope for this CRM System Implementation service project:

### Implementation Services for Dynamics CRM and Portal

Implementation Service Description	Hours	Implementation Fee
Project Discovery	40	\$7,000
Over All Design And Planning (includes Business Analysis)	72	\$12,600
CRM Installation/ Development/ Configuration/ Testing	176	\$30,800
Project Management	138	\$24,150
Training (train the trainer)	40	\$7,000
UAT Support	50	\$8,750
Reporting Services	16	\$2,800
Post Deployment Support	40	\$7,000
<b>Total Implementation Services</b>	<b>572</b>	<b>\$100,100.00</b>

### Interface Services

Interface Services	Hours/Module	Interface Services Fee
Environment Setup	15	\$2,625
Branding	56	\$9,800
Esri Integration	56	\$9,800
Portal Application Development/Customization/Testing	176	\$30,800
Design And Analysis	75	\$13,125
<b>Total Interface Services</b>	<b>378</b>	<b>\$66,150</b>

## CRM and Mobile Application Configuration Effort

Item	Sum of Total	Sum of Cost
<b>Production</b>		
Provide Post Go Live Support	31	\$5,425
Deploy Solution to Production environment	10	\$1,750
<b>Training</b>		
Provide Train the Trainer Training	31	\$5,425
<b>UAT</b>		
UAT Support	31	\$5,425
<b>General</b>		
Access	3	\$525
<b>CitySourced</b>		
Enterprise Plus(One time install)	52	\$9,100
<b>Grand Total</b>	<b>158</b>	<b>\$27,650</b>

## (Optional) Enterprise Change Management

For successful project adoption, Adoxio recommends adding enterprise change management to the scope of this engagement. If the City chooses to include change management as part of the implantation, a separate proposal will be provided.

The recommended change management effort is estimated to be approximately 200 hrs (\$35,000.00).

## Out of Scope

- Overall design and planning will include designing entire solution from entities, workflows, business process and other objects required for implementation, **but excludes work associated to project services automation (PSA)**.
- **Any work associated with the project management solution (PSA)**. Effort associated with this work will be determined during the Discovery and Design phase of the project, and if deemed required by the client, a change request will be presented before the Build phase.
- Training, other than train the trainer.
- Travel expenses related to the project delivery.
- Software pricing (portal and CitySourced pricing will be provided in separate quote documents).
- Configuration of events module, OOB installation of portal events module in scope only
- Anything not specifically mentioned as in scope will be considered out of scope.

## Assumptions

### General

- The City will implement CRM Online, with the latest OOB 311 Adxstudio component with 13 service requests
- Developers will have full access to all environments, as required, including the CCS Dev environment (CRM Online)
- Portal will be deployed on Azure
- ESRI will be integrated with the Portal and CRM
- Pricing includes the creation of a Functional Design Document (FDD) and a Technical Design Document (TDD)
- Installation of OOB portal events module included, configurations of events module not in scope
- All color schemes, pictures, logos, and other branding requirements will be provided by the City of Sunnyvale

### CitySourced

- City of Sunnyvale will purchase CitySourced Enterprise Plus license
- City of Sunnyvale is responsible for annual CitySourced license fee
- CitySourced app will deep link to all five existing apps

- 
- CitySourced app will perform deep linking to embed web page content
  - CitySourced app will perform deep linking and will pass credentials
  - Panels will be built in CitySourced app
  - Public Safety and Utility Bill pages will be deep linked in CitySourced app
  - CitySourced will deep link to Pulse Point and Library
  - CitySourced will deep link to Garbage/Recycle app
  - CitySourced will send notifications pushes from deep links

## Estimated Costs

### Total Implementation Services Costs

Resource	Rate	Hours	Total
Implementation Services for Dynamics CRM and Portal	\$175	572	\$100,100.00
Interface Services	\$175	378	\$66,150
CRM and Mobile Application Configuration	\$175	158	\$27,650.00
<b>Total</b>		<b>1,108</b>	<b>\$193,900.00</b>

\*All prices are quoted in US dollars and do not include applicable taxes. \*\*Estimate is based on time and materials.

\*\*\*Software pricing not included\*\*\*\*Travel cost are not included, but estimated to be approximately \$8,500.00.

## Estimated Time

The project duration, not including project services automation (PSA), will be approximately eighteen (18) to twenty (20) weeks.



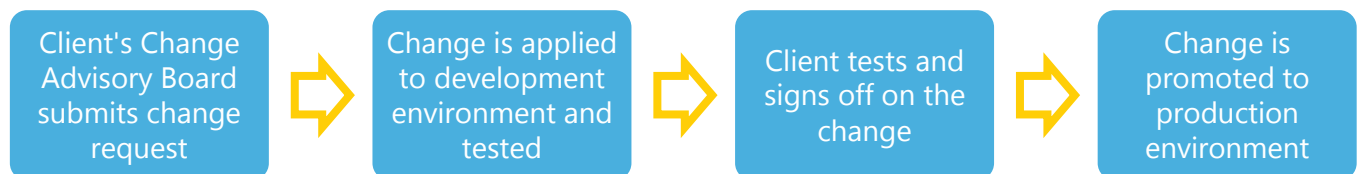
## Change Request Process

We assume that the client's Change Management Process includes an internal Change Advisory Board (CAB), and that any required changes submitted to Adoxio will have been approved by the CAB prior to submission.

All changes will be applied in the development environment and tested. The client will be provided the opportunity to test and sign off on the change (e-mail will suffice for change sign-offs) prior to promotion of the change to the production environment. Promotion scheduling will be coordinated between Adoxio's Project Manager and the appointed member of the client team.

Internal client change numbers must be included in the formal change request submitted to Adoxio for tracking and reporting purposes. Adoxio will reference these numbers in communications with the client.

On receipt of a change request, Adoxio consultants will review the change and provide options to the client on the best ways to implement the change. Any issues or concerns will be brought forward to the client before starting the work.



# Change Request Form

Prepared for

Project Name

Prepared by

## Contributors

Date initiated

Date required by

Requested by

Change request #

Description of change request

Project Impact		Description
Scope		
Resources		
Schedule		
Budget		
Change request disposition		Approved <input type="checkbox"/> Rejected <input type="checkbox"/>

By signing below, the parties identified in the Statement of Work agree to incorporate the changes summarized herein into the existing project definitions. Unless stated otherwise, the terms set forth in the original Statement of Work applies.

For Client

Date:

For Adoxio

Date:

## Exhibit B Milestones and Proposed Schedule

### City of Sunnyvale

Milestone / Phases	Deliverables	Duration (weeks)	Milestone Payment
<b>Phase 1 - Project Initiation</b> This is the phase where the project is organized, the scope is reviewed, the initial milestones are discussed, and the teams from the City of Sunnyvale and Adoxio are getting together in a Kickoff meeting to officially start the project.	Project Milestones - High Level	2	10%
	Bi-weekly Status Report defined and approved		
	List of Project Team Members and their Contact information		
	Project Kick off meeting		
	Project Kick off presentation		
<b>Phase 2 - Requirements Gathering.</b> Once the project is initiated, Adoxio will coordinate with the City of Sunnyvale project manager the Discovery Workshops. During these workshops, Adoxio's functional consultant and technical lead will review the requirements with the key users from the City of Sunnyvale.	Completed Business Discovery Workshops	3	10%
	Completed Technical Discovery Workshop		
	Access to the City of Sunnyvale Development and Testing granted by the IT department of the City of Sunnyvale to Adoxio's resources.		
<b>Phase 3 - Requirements Analysis and Design</b> After gathering the requirements during the Phase 2, Adoxio team will conduct the analysis of the requirements and design the solution. During this phase a Functional Document Design (FDD) will be created and presented to the City of Sunnyvale for its approval.	Present the Functional Design Document (FDD) (Draft Version)	3	15%
	Gather feedback from key individuals from the City of Sunnyvale		
	Deliver Final Version of the FDD		
	FDD sign off		
<b>Phase 4 - Agile Development</b> The goal of the Agile Development phase is to design, build, and implement the requirements for the solution in a series of sprint cycles. These sprint cycles will be defined between Adoxio and City of Sunnyvale team after the FDD has been signed off.	Sprints Demo Conducted	20	30%
	Sprints Deployments in the City of Sunnyvale Testing Environment completed.		
	Sprint Feedback Provided by the City of Sunnyvale to Adoxio.		
<b>Phase 5 - Stabilization</b> In this phase of the project, development is mostly complete, and Adoxio has incorporated the feedback received from previous sprints. Adoxio team configures the City of Sunnyvale's UAT (testing) environment, and the super users of the City of Sunnyvale complete rigorous end to end testing on this environment. Training is provided as part of this phase as well.	Train the Trainer provided to "super users"	4	20%
	Complete User Acceptance Testing (UAT) of the system by City of Sunnyvale 's users		
	UAT sign off by the City of Sunnyvale		
	Go / No Go Meeting		

## **Exhibit C**

### **Intellectual Property (IP) Rights**

1. The City of Sunnyvale ("CITY"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the CITY under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the CITY.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the CITY's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the CITY, shall assign to the CITY all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting CITY's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the CITY.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the CITY commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the CITY and the copyright of which is vested in the CITY.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the CITY, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the CITY all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the CITY requests cooperation of Contractor to perfect the CITY's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the CITY in the Work Products with no additional charges to the CITY beyond that identified in this Agreement or subsequent change orders. The CITY, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Exhibit C to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the CITY's titles, rights, and interests in Work Products are preserved and protected as intended herein.

**Exhibit D**  
**INSURANCE REQUIREMENTS FOR CONTRACTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance Contractor shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The contractor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** policy shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

#### Verification of Coverage

Contractor shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.