



CITY OF GRAND JUNCTION

CONTRACT

This CONTRACT made and entered into this 30th day of September, 2014 by and between the **City of Grand Junction**, a Colorado home rule municipal corporation (City or Owner), and **Statewide Internet Portal Authority (SIPA)**, a Quasi-Governmental Entity, (SIPA or Contractor).

RECITALS:

WHEREAS, the Owner is purchasing and implementing a sales tax software system.

WHEREAS, the Owner has requested a proposal from the Contractor for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Grand Junction Sales Tax Management**.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

- **Statewide Internet Portal Authority (SIPA) Statement of Work – Grand Junction Sales Tax Management (Exhibit A)**

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents.

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract within 30 days of final contract approval. Work will proceed as outlined in the SOW. Resources assigned to the project by the Contractor will remain committed to the project until the Customer formally accepts the system.

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, according to the fee proposal attached. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Payment Terms:

Services - Net 30 upon owner acceptance of invoice

Delivery: FOB Destination

Agreement Made in Colorado. The parties agree that this Agreement was made in accordance with the laws of the State of Colorado and shall be so construed. Venue is agreed to be exclusively in the courts of Mesa County, Colorado.

Warranties. Contractor expressly warrants that all of the software and services, including installation thereof, will be as specified and will be free of defects in material and workmanship, and perform substantially in accordance with the documentation provided for a period of one year from the date of project acceptance.

Contractor's entire liability and the City's exclusive remedies under the warranties described herein shall be for Contractor, at its option, to remedy the non-compliance or to replace the affected product; or, if Contractor is unable to effect such within a reasonable time, then Contractor shall refund the amount paid by the City for the product concerned.

Warranty exclusions: Warranties do not cover problems that arise from (1) accident or neglect by City or any third party other than Contractor's subcontractor or business partner; (ii) any third party items or services with which the product is used or other causes beyond Contractor's or Contractor's subcontractor's or business partner's control; (iii)

installation, operation or use by City not in accordance with Contractor's instructions or the applicable documentation for the product; (iv) use in an environment, in a manner or for a purpose for which the product was not designed.

Default. The City reserves the right to terminate the contract immediately in the event that Contractor fails to perform in accordance with this Contract. Breach of contract or default authorizes the City to purchase like services and products elsewhere and charge the full increase in cost to the defaulting party.

Indemnification. Contractor shall defend, indemnify and save harmless the City and all its officers, employees, insurers, and self-insurance pool from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractors or of any Contractors' agent, employee, sub-contractor, consultant or supplier and the execution of, or performance under, this Contract. Contractor shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

Benefit Claims. The City shall not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the City for its employees.

Amendment/Oral Statements. This Agreement constitutes the entire agreement of the parties and with respect to the subject matter hereof, supersedes any prior or contemporaneous communications. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. All amendments to the Agreement will be made in writing by the City Purchasing Agent. No waiver of the terms hereof (whether by course of dealing or otherwise) shall be effective unless in writing signed by the party to be charged with such waiver.

Severability. To the extent that any provision hereof is held illegal, invalid, or unenforceable in whole or in part, such provision or portion hereof will become ineffective, and will be deemed modified to the extent necessary to conform to applicable law so as to give maximum effect to such provision or portion hereof, and the balance hereof shall remain enforceable and binding between the parties.

Assignment. Contractor shall not assign, sell, transfer or convey this Agreement or any obligation hereunder in whole or in part without prior written approval from the City.

Employment Discrimination. During the performance of this Contract, Contractors agree that they shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the entity. Contractors agree to post in conspicuous places, visible to employee and applicant for employment, notices setting forth the provisions of this nondiscrimination clause, including that the entity is an Equal Opportunity Employer, shall be placed in all solicitations or advertisements for employees. Notices, advertisements,

and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Immigration Reform and Control Act of 1986. Contractors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the Federal immigration Reform and Control Act of 1986.

Ethics. Contractors certify that they have not and shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City.

Failure to Enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

Force Majeur. Contractors shall not be held responsible for failure to perform the duties and responsibilities imposed by this Agreement due to legal strikes, fires, riots, rebellions or acts of God beyond the control of Contractors, unless otherwise specified in the Contract.

Waiver of Presumption. This Agreement was negotiated and reviewed through all the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiations, review or drafting of the Agreement.

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

Contacts. Notices hereunder shall be provided to:

Gregg Rippey
SIPA
130 Broadway, Suite 11010
Denver, Colorado 80112
Gregg@cosipa.gov

Scott Hockins
City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81502
scotth@gjcity.org

Ownership: Contractor acknowledges that all work(s) under this Contract is(are) "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code). Contractor for and in consideration of the value paid/received hereby assigns to City all rights and interests Contractor may have in the work(s) it prepares under this Contract, including any right to derivative use of the work(s), including but not limited to subsequent assignment of the same or similar rights and interests for value to others. All software and related materials developed, produced and provided to the City by Contractor pursuant to this Contract shall be the sole property of City and Contractor hereby assigns and transfers all its right, title, and interest therein to City. The Contractor acknowledges and agrees that there is adequate consideration for the making and enforcement of this Contract and specifically for the terms of the Contract concerning assignment and the right to subsequent assignment, sale and derivative use.

Notwithstanding the foregoing, as between the parties, Contractor shall retain all copyrights, trademarks, service marks, trade secrets, and other proprietary rights in any and all tools, programs, designs, technology, ideas, processes, techniques, improvements, and works of authorship, and any derivative works thereof, which: (i) are created, developed, or owned by Contractor prior to the Effective Date, or (ii) are created, developed, or owned by Contractor during the term of this Contract but outside the scope of this Contract and the Statement of Work derived out of or under this Contract. The parties agree that these terms shall expressly survive the conclusion of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

CITY OF GRAND JUNCTION

DocuSigned by:
By: Scott Hockins
DAF40757D7M717D
Scott Hockins, Purchasing Supervisor

October 2, 2014
Date

ATTEST:
DocuSigned by:
By: Stephanie Juen
3720618FF611408
City Clerk

SIPA

DocuSigned by:
By: Gregg Rippy
D19DF667D66C468
Gregg Rippy, Interim Executive Director

October 2, 2014
Date

ATTEST:
DocuSigned by:
By: Meghan Stinton
002E8E1428E14DA



Statewide Internet Portal Authority (SIPA)
STATEMENT OF WORK

Grand Junction Sales Tax Management

**Statewide Internet Portal Authority (SIPA)
STATEMENT OF WORK**

Customer:	City of Grand Junction
Project:	Grand Junction Sales Tax Management
SOW Reference/Client Number:	
SOW Effective Date:	Upon signature(s)

This Statement of Work (SOW) is governed by the laws of the State of Colorado between the Statewide Internet Portal Authority (SIPA) and the Customer as listed above (City of Grand Junction). This statement of work is permissible under the Eligible Governmental Entity Agreement between the Customer and the Statewide Internet Portal Authority (SIPA). SIPA's and the Customer's signatures are required for work to be agreed to and performed under this agreement. All products and services provided by SIPA to the Customer under this SOW are listed as products and services and are provided subject to the terms and conditions as described in this SOW. Any changes to the scope or terms of this SOW shall be submitted and approved in writing by both parties. Purchase orders, amounts payable, and contractual correspondence related to this statement of work shall be sent to:

The Statewide Internet Portal Authority (SIPA)
ATTN: Briana Milligan
1300 Broadway, Suite 11010
Denver, CO 80203

SIPA designates and will contract with Vertiba to provide the professional services related and contained within this Statement of Work. SIPA shall be responsible for insuring Vertiba performs its obligations.

PROJECT SCOPE

Vertiba will work directly with Customer to implement the services

described below: **Project Initiation**

- Sales Team Transition to Project Team
- Prepare for Kickoff
- Conduct Project Kickoff Meeting
- Assemble Team, Setup Users and Environment
- Collect Project Objectives
- Collect Challenges with Existing Systems
- Identify Project Success Criteria
- Prepare for Workshops

Business Process Review

- Conduct Business Process Review workshops. This interactive session with project stakeholders identifies business requirements and ensures agreement regarding the processes to be supported through the Application. Specific goals include:
- Document Key Business Processes
- Identify Key Business Information (Fields & Objects) and Validation Requirements
- Identify Requirements for Configuration, Custom Code, Workflow, Security, Reporting, Data Loading, and Training

Document Functional Requirements

- Document all business requirements collected during business process workshop into Vertiba's ProjectForce. Each requirement will include business need, category, priority and scope/project phase. The categories will include: config, workflow, reporting, code, process, training and integration requirements.

Requirements Review

- Review all documented requirements with key stakeholders to confirm Vertiba's understanding of the requirement and review the estimated Level of Effort. Client will have an opportunity to confirm the priority assigned to each requirement and validate that it should be considered In Scope given budgetary constraints.

Gap Analysis of Requirements vs. Scope and Budget

- Identify any differences between the Project's scope as described in this SOW and the identified Requirements and review with client.

Technical Specification

- Document the Technical Specifications of this project including: security and authentication, data model and database storage, integration with other systems.

Vertiba Design Review

- Independent review of designed solution proposed to meet customer requirements by Vertiba architect team. This review will assess the viability, usability, performance factors of the solution versus industry best practices.

Customer Design Review

- Review functional and technical design with stakeholders.

Number of Design Reviews: 1

Accounts & Contacts

- Ability to create, edit, delete key information about all businesses and associated contacts including key info such as: filing frequency, FEIN, status, address, sales tax due dates, category, etc.

Returns / Transactions

- Ability to manage lists of returns and other transactions and easily view/edit all details on a return
- Includes deletions, ammendments, adjustments, approvals, audits
- Calculate sales tax due including interest, lodging taxes, early payment discounts, and penalties with ability to make adjustments for minor errors
- Logic will also enable applying overpayments to future payments due.
- View all historic returns and ammendments

Customer Return Entry

- Secure portal where local businesses can submit returns and make tax payments
- Upon login, customer will view a list of returns that are due or have the ability to create a new return.
- The form will calculate the amount of tax due.
- Users will be able to return to a return for editing until it is finally submitted. Return will then be read only.
- Customers can apply 1 payment to multiple returns.
- Integration with Colorado Interactive will enable the business to submit a payment

Assessments

- Provide the ability to automatically issue batches of Assessment statements to accounts that have not filed or have underpayments.
- The Assessments will reflect the current balance on an account based on amounts due and payments received.

Notes and Logging

- Changes to any field can be logged to record previous value, date/time changed, who made the change.
- Notes/Tasks can be assigned and recorded against any record such as a business or a return.

File Storage

- Files such as PDFs of returns will be stored on a local server. A URL in Salesforce.com will point to the appropriate location.

Financial System Integration

- A report will list all of the transactions ready for posting in the financial system. They will be exported in CSV format and manually uploaded into the other system

Batch Data Entry

- The system will provide an easy means to quickly enter multiple transactions in a batch so that checks deposited match financial journals

Document Generation

- Ability to generate various documents such as:
- Notice of Tax Credit shows all accounts with no payment due
- Delinquency Notices, Individual Returns, Account History, Warrant for Seizure Notice, Notice of Filing Frequency Change
- Assumes Client will purchase Conga Composer and Conductor for merging Salesforce.com with Word templates.

Number of Documents: 8

Bad Debt

- Ability to track Accounts Payable and to write off bad debt with an approval process

Workflows and Notifications

- Setup salesforce.com workflows and approval processes.

Number of Workflows: 3

Reports and Dashboards

- Leverage salesforce.com's flexible analytics functionality to create custom Reports and Dashboards. Includes reports such as:
- Monthly Sales and Use Tax, Quarterly Taxes by Geographic Location, Daily reports to balance, refund report, account history for auditors

Number of Reports: 20

Security Setup

- Setup Org Wide Security
- Setup User Profiles for Admin, Internal Users, Customers
- Setup Object/Field Level Access
- Setup Data Sharing Rules

Number of Profiles: 5

Mobile Setup

- Create one standard configuration of Salesforce1 for Internal users
- Test on one Client provided mobile device.

Number of Profiles: 2

ESRI Integration

- Business Address entered in Salesforce.com will return Geo Code district information and validated address from ESRI
- Consultant will construct a web services integration between ESRI and Salesforce.com.
- Consultant will also deploy ESRI for Salesforce for mapping Account data with Location Analytics.
- Assumptions:
- Customer will provide ESRI skilled resources to assist with the integration and all required network access for development, implementation, and on-going functioning of the integration solution.
- Customer will purchase any required licenses from ESRI
- Customer 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
- Customer is responsible for monitoring and resolving errors logged in error files. The native logging functionality of the integration tool will be used.
- The field names and types in the integration data structures will remain static over time and will follow the schema documented herein.
- The integration program will exchange data as it is provided from either involved system. Additional effort will be necessary if data cleansing, transformation, aggregation or other data manipulation are required for the integration to function as designed.
- Customer 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.

Number of Interfaces: 1

Data Migration

- Vertiba will conduct two test and one production load of this data into Salesforce: Accounts, Contacts, Tax Returns
- Other data will not be migrated into the application.
- Data Migration Assumptions:
- Customer will extract data from legacy system(s) and provide one CSV file per Salesforce.com object for loading data into Salesforce.com (object type = Account, contact, products, etc.).
- Customer will be responsible for data cleansing, de-duplication or other transformations of data.
- Vertiba will confirm data mapping with Customer and will do one test load and one 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.

Number of Data Loads: 3

Test Plan

- Develop an overall test plan to define how the application will be tested and who will be responsible for each phase of testing.

Conduct System Test

- Vertiba 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.

Integration Test

- Vertiba will work with Customer to test the integration of Salesforce.com with Customer systems. Testing will be conducted in a Salesforce.com sandbox and a test environment for the other Customer systems.

Facilitate User Acceptance Test

- Work with Customer 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 Customer. Any defects or change requests should be logged as bugs in ProjectForce.

Defect Resolution

- Resolve any defects found during System or User Acceptance Testing.

Training Materials

- Vertiba will customize our standard training materials to address the unique needs of the client's business process. The materials delivered will be in the form of powerpoint presentation for instructors.

Number of Courses: 1

End User Training

- Consultant will conduct training session(s) to teach end users how to use the system. Each session will last up to 4 hours with up to 15 users. Classes can be in person or virtual.
- Assumptions:
- Customer 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. Customer is responsible for duplication of materials.
- Customer is responsible for ensuring participants attend the standard, web-based pre-requisite courses prior to attending the onsite workshops.
- Cost of printing and shipping materials responsibility of Customer.

Number of Sessions: 1

Admin Training

- Conduct a basic training for the designated system administrator covering key functions such as adding new users, more in-depth report generation, and changing security profiles. Contact Salesforce.com for more in-depth administrator training options.

- Assumptions:
- Each session will last up to 2 hours with up to 2 administrators users

Number of Sessions: 1

Deploy Application for New Org

- Deploy custom code and configurations from Sandbox to Production environment. Assumes no existing code or data in production environment. Includes one day to prepare and deploy the changes and one day of production support.

Number of Deployment Instances: 1

Project Closure

- Wrap-up project with the customer. Review outstanding requirements, bugs, deliverables and issues and determine follow-up actions.

Post Go-Live Support

- After go live, Vertiba will provide user and technical support to address small functional changes or defects.
- Services will be billed in half hour increments.
- Service will be provided over the phone or via web conference. Requests that do not require Customer involvement can be emailed.
- Vertiba will do their best to respond to all requests within 24 hours and provide an estimated time for completion of the requested work or a request for further clarification on the request to facilitate scoping. Vertiba will endeavor to complete the work as soon as possible, but does not guarantee any specific response time.

Number of Support Hours: 16

Project Management

- Monitor project work items, accomplishments, risk, issues, budget and schedule on a daily basis to ensure project stays on track.

Number of Weeks: 6-8

OUT OF SCOPE

Any work not specified within this SOW

MILESTONES AND DELIVERABLES

Deliverable Name	Deliverable Description	Invoice Amount	Acceptance Criteria
Project Kickoff	Project has been approved. Resources are identified and staffed on the project. The kickoff meeting will align all team members and set the stage for the project.	\$45,000.00	Delivery of Project Kickoff presentation and execution of Kickoff meeting.
Weekly Status Reports	Vertiba will produce weekly status reports for any week where Vertiba is providing substantial implementation services. These status reports will include activities for the past, upcoming activities, risk issues and any changes requested of the project.		No acceptance is required.
Technical Specifications	A document outlining the technical aspects of the project including: security and authentication, custom code, data model and database storage, and integration with other systems.		Client input into content, sign-off of documentation
Functional Specifications	A document outlining the key functional aspects of the project. This will include the use cases, wireframes and business processes.		Client input into content, sign-off of documentation
Documented Requirements	Defines, documents, and prioritizes customer's business and technical requirements (Vertiba's Project Force instance of Salesforce.com or Google Apps workbook).		Customer accepts that this is the complete set of requirements that will be used as the basis for designing and testing the system. Customer should confirm scope and prioritize this list. (Formal email signoff)

Deliverable Name	Deliverable Description	Invoice Amount	Acceptance Criteria
Updated Project Force	Project management tool which manages requirements, tasks, deliverables, sprints/iterations, risk and issues.		No acceptance is required. Access is available to customer upon request.
Test Plan	Document describing how quality will be managed and controlled through out the project. The document will outline all phases of testing, defining each phase and identifying the responsible party.		Customer accepts that this is how quality will be managed throughout the development lifecycle. (Formal email signoff)
Configured Application	Application is configured and available for user acceptance testing by client.	\$60,000.00	Customer has conducted a full User Acceptance Test and has confirmed the documented requirements have been met.
Custom Code	All VisualForce, Apex, JavaScript code developed to meet technical specifications.		Customer review of developed code.
Training Materials	Training Guide (powerpoint) Quick Reference Guide (1 page Word Document)		Customer accepts the training material which will be used during the training session. (Formal email signoff)
Production Deployment	Live Application of completed application with users activated, production data migrated, and functional integrations, if applicable.		Customer accepts that the production deployment maintains the functionality as represented in the Final Validation Results Document. (Formal email signoff.)

Deliverable Name	Deliverable Description	Invoice Amount	Acceptance Criteria
Closure Meeting Presentation	Summary of lessons learned by Customer and Consultant, actions to close any remaining issues, recommendations for further attention by Customer or salesforce.com (PowerPoint pres.)	\$60,000.00	No formal acceptance; agreement during closure meeting

APPROACH

Consultant's approach includes six Phases: Plan; Analyze; Design; Build; Validate; and Deploy. During each phase, work proceeds in several areas and will be performed by both Client and Consultant:

PLAN PHASE

- Establish an initial Project Plan, including purpose, timeline, budget, resource assignments, and project governance and change control structure to expedite decision making throughout the Project.
- Conduct a formal Project Kick-Off meeting, which also serves as the first meeting of the Project Steering Committee.

ANALYZE PHASE

- Conduct Business Process Review workshops. These interactive sessions with Project stakeholders 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 be identified. Pre-workshop interviews ensure its success.
- Assess any gaps between agreed-upon scope and identified requirements, and use change control processes as needed.
- Create Requirements Workbook deliverable and/or provide Client access to Vertiba's proprietary Project Force application built on the Salesforce.com platform for managing requirements, status and defects.

DESIGN PHASE

- Apply salesforce.com best practices to evaluate design alternatives to meet Client requirements. Establish best-fit design, create Solution Design overview presentation and configure prototype application.
- Depending on project length or complexity, conduct Solution Design Workshop and detailed, iterative technical and configuration specification meetings.
- Create Solution Design Document deliverable and detailed design specification deliverables: Application and Process Design Specification; Technical Design Specification; Data Mapping; Validation Plan and Test Cases.

BUILD PHASE

- Configure application with iterative reviews.
- Develop integration code and/or scripts with code reviews and unit tests.
- Populate data migration workbook with field mappings;
- Establish end-to-end testing environment; create test scripts for system testing.

VALIDATE PHASE

- Deploy integration to test environment.
- Conduct end-to-end (system) testing; address any bugs or issues, regression test, iterate.
- Deploy configuration, integration, and data to production environment.
- Assist with user acceptance testing.
- Document all testing results.

DEPLOY PHASE

- Import users and final data set; activate user accounts.
- Conduct Training.
- Conduct Lessons Learned and Closure meeting to address any remaining issues, assist Client in prioritizing follow-on requirements, and provide feedback on Project.

CLIENT OBLIGATIONS

Timely and successful completion of this Project requires ongoing collaboration between Vertiba and Client. For example, Client is responsible for certain key Project tasks, deliverables, and timely reviews of Vertiba work to maintain the Project schedule and estimated budget. If these obligations and assumptions are not upheld, a Change Order to address the resulting scope and/or budgetary changes may be required.

RESOURCES

Client will assign resources to fulfill the following roles:

Resource	Responsibilities	Involvement
Executive Sponsor	This individual will review and approve all key issues that require management decisions.	20%
Internal Project Leader	This person will act as liaison to Vertiba. Their role will be to coordinate internal Customer project activities and escalate issues that require management decisions. Jointly responsible for maintaining project documents and facilitating project progress Attend scheduled project meetings	50%
Subject Matter Experts	Provide detailed information on business and technical requirements as needed in order to complete the project. The team should be empowered to speak for the organization. The team should be kept as small as practical without leaving	Fully available during workshop and testing

	out critical experts.	
System Administrator / Business Analyst	This individual will participate as an active member of the team designing, configuring, testing and deploying the application. He/She will be responsible for ongoing system administration upon project completion. System Administrators should attend salesforce.com system administration class prior to project start.	50%
Web Service and Integration Developers	Fully available during the requirements gathering workshop and involved through development activities as required. This team should have in depth knowledge of any systems that will integrate with Salesforce.com during this project. In particular they need to understand the database, development environment and integration capabilities of those applications. They will be responsible for all integration development and testing required in systems external to Salesforce.com.	Full-time (as required)
User Acceptance Testers	This group will be responsible for planning and conducting User Acceptance Testing. They will create User Acceptance test scenarios and test scripts. They will rigorously test the application against the in-scope requirements in a simulated business environment. All test results will be recorded and any exceptions (bugs or new requirements) will be logged using the Vertiba Customer portal or other bug tracking application. Ideally, this will be the same set of users as the Subject Matter Experts.	25-50% during Validate Phase

REVIEW OF VERTIBA DELIVERABLES AND DECISION MAKING

Failure to review deliverables and delayed or changed decisions will extend the Project timeline and increase the Project cost. The Project timeline is based on the assumption that Client will contribute to, and review deliverables within 1 business day of receipt.

CLIENT PARTICIPATION

Client will participate in the project as follows:

- **Business Requirements Review:** Stakeholders will participate in business requirements meetings to ensure applications is customized to meet their business needs.
- **Testing:** Users will participate in User Acceptance testing. Users will create test scenarios and log any defects into a Vertiba’s Project Force or Client provided bug tracking system.
- **Training:** Users will participate in scheduled training classes.

A Client resource must be available to troubleshoot any problems with Client facilities, including internet access, during the workshops.

VERTIBA RESOURCES AND SCHEDULE

RESOURCE ASSIGNMENT

The following Vertiba resources are required to implement this Project:

Business Analyst

- Conduct requirements and solution design workshops.
- Facilitate business process analysis and automation discussions.
- Advise and guide customers toward best practices in application configuration considerations such as security model, mobile deployment strategies, workflow, data validation and analytics.
- Author solution design and configuration specification deliverables.
- Configure Application.
- Conduct the Train The Trainer sessions in conjunction with Customer.

Developer

- Contribute to key deployment documentation.
- Develop custom code.
- Assist Customers with legacy data extraction, cleaning, and scrubbing.
- Assist Customers with data mapping from legacy to Salesforce.com systems.
- Import data, sampling and validation.
- Unit testing and error handling.

Project Manager

- Coordinate multiple work efforts, ensuring the customer's business objectives across all projects are met.
- Manage project resources to ensure quality, completeness, timeliness of all tasks.
- Conduct and document project status meetings and reviews.
- Evaluate customer priorities and execute change control process to ensure the customer's needs are met.
- Manage budget, schedule, and deliverables on a weekly basis.
- Note: Approximately 1 hour/day of project management time should be anticipated for the duration of the project.

SCHEDULE

Based on standard assumptions regarding Client participation, timeliness and risk factors, Vertiba estimates the timeline for this project to be 6-8 weeks from the start date. Actual start date and

subsequent milestones will be based on resource availability and determined after the SOW and Professional Services Agreement is fully executed.

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.

SCOPE CHANGE

In the event that SIPA, Vertiba or Customer identifies a task or objective that is beyond the scope of Services set forth in this SOW, the parties agree to take the following steps:

1. The party proposing the scope change shall present the proposed scope change in writing to the other party using SIPA's change management process described below.
2. Project Managers from SIPA and Customer will review all change requests and determine the estimated cost and impact to Services and overall project scope.
3. If both the cost and services impact is acceptable and agreed upon in writing by both SIPA and Customer, work effort associated with the change will commence.

B. Description

The description of each change in scope should clearly identify the change as it pertains to existing objectives, dependencies or associated tasks and the reasons for the proposed change. The scope change request should include, at minimum, Impact and Cost information as described below.

C. Impact

The estimated project impact of the scope change must be identified. This impact includes, but is not limited to, impacts to timelines, resources, work effort and deliverables.

D. Cost

If any cost is to be associated with the change in scope, it will be clearly identified and agreed upon in writing by both parties in advance to the commencement of associated work.

E. Agreement

SIPA and Customer must both agree and sign the scope change document to change the existing project scope.

PROJECT COST

The Professional Services described in this SOW are provided on a fixed fee basis of \$165,000.00 due according to the schedule in the milestones / deliverables table above. These invoices will be due 45 days from receipt of invoice. Any work outside the scope of this SOW shall be set forth in a separate statement of work.

Travel and Expenses: Actual, reasonable, travel and out-of-pocket expenses will be invoiced. These expenses may include travel time, airfare, hotel, meals, ground transportation, etc.

LICENSE COST*

Salesforce.com					
License Type	Unit Cost (UC)	Quantity of Licenses (QL)	Years (Y)	Total Cost (UC x QL x Y)	Term*
Service Cloud PxE	\$2,614.00	6	1	\$15,684.00	12 months
2,000 Customer Login Ins/Month	\$9,373.00	1	1	\$9,373.00	12 months
Conga Composer	\$180	6	1	\$1,080.00	12 months
Total				\$26,137.00	

*License price is for a 1 year period and will automatically renew at the end of the term without written cancellation notification to SIPA. Additional licenses can be added and will be prorated so all licenses terminate on the same date. Once licenses are order the total number of licenses cannot decrease until the termination date.

**The Master Service Agreement can be found at

http://www.salesforce.com/assets/pdf/misc/salesforce_MSA.pdf and is held between SIPA and Salesforce.com. Provisions related to system performance and data usage are passed to the end users (state agencies).

INVOICING

The Customer will be invoiced in accordance with the Milestones outlined below:

- **Professional Services:** Invoices will be submitted at regular intervals. Invoices will be due 45 days from receipt of invoice. Any work outside the scope of this SOW shall be set forth in a separate statement of work.
- **License Costs:** An invoice will be submitted upon the order placement for licenses.

SIPA will invoice the customer directly for these costs with a payment term of net 45 days from invoice date. The total cost including professional services and licenses, is \$191,137.00 and will not exceed this amount without written notice of a change order.

ACCEPTANCE

By signing and dating below, the authorized parties approve and agree to the terms and conditions as specified in all pages of this SOW.

SIPA

Signature:

Print Name:

DocuSigned by:

D10BF867D03C168

Gregg Rippy

Customer (EGE)

Signature:

Print Name:

DocuSigned by:

6AF48737D74741D

Scott Hockins

Print Title: Interim Executive Director

Date: October 2, 2014

Contact: Gregg Rippy

Print Title: Purchasing Supervisor

Date: October 2, 2014

Contact: _____

Data Security Agreement

This Data Security Agreement (the "Agreement") is entered into by and between the City of Grand Junction with its principal offices at 250 N. 5th St., Grand Junction Colorado, ("The City") and Statewide Internet Portal Authority, located at 1300 Broadway, Suite 11010 Denver, CO 80203 ("The Contractor") (Individually, a "Party" and collectively, the "Parties") for the purpose of preventing the unauthorized disclosure of Protected Information as defined below.

RECITES:

- I. The City has retained the Contractor to perform certain services more particularly set out in a separate agreement between the Parties dated October 9, 2014;
- II. The Parties wish to set out the obligations of the Contractor related to Protected Information;

NOW THEREFORE in consideration of the mutual promises and covenants herein, the Parties agree as follows:

1. Definitions. In this Agreement:

"Authorized Persons," means:

- (i) Contractor's employees, subcontractors, agents, outsourcers, and auditors who have a need to know, or otherwise access Protected Information to enable the Contractor to perform its obligations under this Agreement; and who are bound in writing by confidentiality obligations sufficient to protect Protected Information in accordance with the terms and conditions of this Agreement.

"Confidential Information" includes any proprietary information or data, personnel data, customer information and data, security information and data, information protected by applicable privileges, information labeled or referred to as "confidential" by the City or provided to the Contractor with reference to this Agreement, and any nonpublic information the City designates as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential by the Contractor. "Confidential Information" shall not include information that:

- (i) Is explicitly approved for release by written authorization of the City;
- (ii) Is lawfully obtained from a third party or parties without a duty of confidentiality;

"Personal Information" means any information about an identifiable individual or information that, when combined with other information, whether readily available or not, may identify or tend to identify an individual, including, but not limited to, any employees, customers or citizens of the City. Personal Information includes, but is not limited to:

- (i) An individual's government-issued identification number (including social security number, driver's license number, or state-issued identified number);
- (ii) Financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account;

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(iii) Biometric or health data;

"Protected Information," means information that is either Personal Information or Confidential Information;

"Security Breach" means

- (i) Any act or omission that materially compromises either the security, confidentiality, or integrity of Protected Information; or the physical, technical, administrative, or organizational safeguards put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, or integrity of Protected Information[,
 - (ii) Or receipt of a complaint in relation to the privacy practices of the Contractor (or any Authorized Persons), or a breach or alleged breach of this Agreement relating to such privacy practices].
2. **Protected Information - General.** The Contractor acknowledges that any Protected Information received by it from the City or disclosed to it by the City is received in trust for the sole benefit of the City.
 3. **Compliance with Applicable Laws.** The Contractor covenants and agrees that it will abide by, in every respect, the Personal Information Protection Act and any relevant and applicable similar legislation.
 4. **No Secondary Use of Protected Information.** The Contractor covenants and agrees that it not use any Protected Information provided or disclosed by the City for any purpose other than that for which it was provided or disclosed to the Contractor.
 5. **No Disclosure without Authorization.** Other than to accomplish the Contractor's obligations to the City under the service contract or as required by law, the Contractor shall not disclose any Protected Information to any third party.
 6. **Protection of Protected Information.** The Contractor covenants and agrees that it will implement safeguards to protect against the disclosure or misuse of Protected Information that is in its care or custody and will promptly inform the City if there is any Security Breach or suspected breach of security related to the Protected Information. The Contractor shall protect the City's Protected Information with the same degree of care that the Contractor uses to protect and safeguard its own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity and strategic value of such Protected Information. At a minimum, Service Provider's safeguards for the protection of Personal Information shall include:
 - a) Limiting access of Protected Information to Authorized Persons;

Data Security Agreement

- b) Securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
 - c) Implementing network, device application, database and platform security;
 - d) Securing information transmission, storage and disposal;
 - e) Implementing authentication and access controls within media, applications, operating systems and equipment;
 - f) Encrypting Protected Information stored on any mobile media;
 - g) Encrypting Protected Information transmitted over public or wireless networks;
 - h) Encrypting Protected Information stored as part of the Contractor's backup and recovery processes;
 - i) Strictly segregating Protected Information from information of Contractor or its other customers so that Protected Information is not commingled with any other types of information;
 - j) Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and
 - k) Providing appropriate privacy and information security training to Contractor's employees and all Authorized Persons.
7. Cooperation. The Contractor shall cooperate as may be necessary to assist in any access requests, questions, complaints and any investigations related to the Protected Information.
8. Retention of Protected Information. The Contractor shall only retain Protected Information for as long as is reasonably necessary to accomplish the Contractor's obligations to the City under the service contract. Following such time, the Contractor shall return or destroy any Protected information that it has received from the City. At the City's request, the Contractor shall forthwith provide the City with a statutory declaration, sworn by an officer or director of the Contractor, certifying whether its obligations under this Section have been fulfilled.
9. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and the Contractor's duty to hold Protected Information in confidence shall remain in effect until the Protected Information no longer qualifies as Confidential Information or Personal Information or until the City sends the Contractor written notice releasing the Contractor from this Agreement, whichever occurs first.
10. Compelled Disclosure. In the event that the Contractor or anyone to whom it transmits the Protected Information becomes legally required to disclose any such Protected Information, the Contractor shall provide the City with prompt notice so that the City may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the Contractor shall furnish only that portion of the Protected Information, which is legally required to be furnished in the opinion of the City or City's counsel.

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- 11. Indemnity. The Contractor covenants and agrees that it shall indemnify and hold the City harmless from and against any and all losses, costs, claims, legal fees and liabilities related to or derived from any breach of this Agreement by the Contractor or its employees, agents, officers, directors and others for whom it is in law responsible.
- 12. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

DocuSigned by:

 _____ (Signature)

Gregg Rippe _____ (Typed or Printed Name)

Date: October 9, 2014

DocuSigned by:

 _____ (Signature)

Jim Hooton _____ (Typed or Printed Name)

Date: October 9, 2014

Jim Finlayson

Digitally signed by Jim Finlayson
 DN: cn=Jim Finlayson, o=City of Grand Junction, ou=IT,
 email=jimf@ci.grandjct.co.us, c=US
 Date: 2014.10.09 16:05:25 -0600