City of Palo Alto

City Council Staff Report

(ID # 10269)

Report Type: Consent Calendar   **Meeting Date: 10/7/2019**

Summary Title: Next Generation City of Palo Alto Website

Title: Approval of Contract Number C19173686 With Open Cities for Five Years for the Next Generation City Website   in the Amount of $267,200

From: City Manager

Lead Department: IT Department

Recommendation

Staff recommends that Council approve and authorize the City Manager or his designee to execute the attached professional services five-year contract with Open Cities in the amount not to exceed $267,200 (Attachment A: C19173686-OpenCities Inc–Final) for the next generation public City website. The amount comprises professional services and 5 years of licensing, hosting and technical support in the amount of $242,000 and additional services in the amount of $25,200.

Background

The City of Palo Alto owns and operates the website at www.cityofpaloalto.org. The website consists of:

- Approximately 3775 web pages
- Web content is in excess of 6 gigabytes
- Approximately 100 staff members support website content development
- An estimated traffic of 5400 sessions per day
- Website has online calendars
- Numerous online services provided by the City. Complete list of e-services can be found here: https://www.cityofpaloalto.org/services/online.asp
- The website is currently hosted by a vendor, Granicus.

In June of 2018 a website assessment report was delivered to the City by Thirdwave Corporation as part of the Website Needs Assessment project run by the City. The website assessment report includes:

1. Website analytics analysis
2. Website benchmarking
3. Staff focus group reports
4. Staff and community survey results

For the full website assessment report, go [here](#)

In June 2018 requirements elicitation was performed by the City's IT Department with cooperation with the City's website super-users and stakeholders. The website assessment report by Thirdwave Corporation and the requirements report by the IT Department together formed the requirements for the Next Generation Website project.

The last upgrade for the City website was 5 years ago. The current site is not mobile-friendly and the new website will help ensure future ADA compliance. In the last few years, website design has evolved considerably, and the City needs to stay current with the new technology and advancements to provide efficient service to the community.

Discussion

The City of Palo Alto, Office of the City Manager, sought the services of a highly qualified vendor with expert professional and technical website design, development, implementation, licensing, hosting and support capabilities.

The City issued a Request for Proposals (RFP) to identify a solution and a consultant to assist with the Design, Development, Hosting and Licensing of the Next Generation City of Palo Alto Website. The City received eleven proposals from potential vendors for the Next Generation City of Palo Alto Website RFP. Following a comprehensive proposal review and selection process including citywide departmental stakeholders, the City selected Open Cities as the solution and consultant to assist with the Next Generation City of Palo Alto Website. OpenCities was selected from a set of 4 shortlisted vendors and a total of 11 Proposals received. They were selected based on a set of criteria including the CMS solution, overall cost to the city, implementation and training options proposed. The City followed the timeline provided below.

Next Generation City of Palo Alto Website - Bid Timelines (All Tasks Completed):

Task	Date
RFP Issued	November 20, 2018
Non-mandatory Pre-Proposal Meeting	December 04, 2018, 9:30 AM
Deadline for questions, clarifications	December 11, 2018
Proposals Due *Total of 11 responses received*	December 18, 2018 3:00 PM
Consultants Interviews *Total of 4 vendors were interviewed*	February 21, 2019, February 25, 2019, February 27, 2019, February 28, 2019
Consultant selected: Open Cities	March 21, 2019

The selected consultant, OpenCities, will perform the following tasks:
1. Project Management
2. Design Discovery and Site Configuration
   a. Design Ideation and Branding
   b. Information Architecture and Governance Strategy
   c. Theme Design and Branding Review

      d.   Design, Branding Finalization and Implementation
3. Site Administrator and Content Publisher Training
      a.   Content Publisher Training
      b.   Site Administrator Training
      c.   Help Center / Knowledge Bank
      d.   Digital Services Academy
4. Content Migration and Curation
      a.   Assist Content Creation
      b.   Migrate Content from current site
5. Launch, Testing and Iteration
      a.   Website Testing
      b.   Beta Launch (4 Weeks)
6. Licensing and Hosting
      a.   Website Content Management Software Licensing
      b.   Website Hosting environment & Services
7. Ongoing Technical Support Services (5 years)

The final outcome of the tasks mentioned above will be a fully functional City of Palo Alto Website. A more robust website will support the following citywide goals:

- Increase citywide information sharing, communications and community engagement
- Reflect the City's standing as the birthplace of Silicon Valley and reinforce the City's branding
- Ensure mobile capacity and ADA compliance
- Act as a springboard for the public to use other e-services offered by the City
- Expand integration with other digital communications, including social media
- Ensure the City has the ability to adapt to the evolving technology landscape

The proposed timelines for the Next Generation City of Palo Alto Website project going forward are summarized in the following table.

Proposed Next Generation City of Palo Alto Website – Upcoming Milestones

Task	Date
Contract Negotiation	August 26, 2019
Staff Report on Council Agenda	October 7, 2019
Vendor On-board	October 14, 2019
Website Design Development and Configuration	Early 2020
Training	Spring 2020

Content Creation, Migration & Curation	Spring/Summer 2020
Beta Launch & Testing	Summer 2020
Final Go Live	Fall/Winter 2020

Resource Impact

The funds for the payment of this contract for Fiscal Year 2020 are budgeted within the Technology Fund as part of the Information Technology Department's operating budget. For Fiscal Years 2021-2024, the cost for the contract will be subject to the City Council annual appropriation of funds.

Policy Implications

Approval of this contract is consistent with current City policies.

Environmental Review

This award of contract for professional software services is not a project under the California Environmental Quality Act (CEQA), therefore, no environmental review is required.

Attachments:

- Attachment A: C19173686-OpenCities Inc-FINAL

CITY OF PALO ALTO CONTRACT NO. C19173686

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND OPENCITIES, INC.

FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 9th day of September, 2019 ("Agreement") by and between the **CITY OF PALO ALTO**, a California chartered municipal corporation ("CITY"), and **OPENCITIES INC**, a Delaware corporation, located at 1885 Mission Street, San Francisco, CA 94103 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A.   CITY intends to redesign its website ("Project") and desires to engage a consultant to procure a new Content Management System ("CMS") and develop a new website in connection with the Project (the "Services" as defined in Section 1, below).

B.   CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C.   CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Section 1, below.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit "A" ("Scope Of Services") and Exhibit "A-3" ("SaaS Subscription"), in accordance with the terms and conditions contained in this Agreement, including without limitation Exhibit "A-2" ("Functional and Non-Functional Requirements"). The performance of all Services shall be to the reasonable satisfaction of CITY.

☒ Optional Additional Services (This provision only applies if checked and only applies to Agreements that specify an amount for Additional Services under Section 4 and Exhibit "C".)

Additional Services (as defined in Section 4, "Compensation," below) will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY's Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1 ("Professional Services Task Order"). Each Task Order shall designate a CITY Project Manager for the Task Order (even if it is the same as the CITY Project Manager for this Agreement) and shall contain a specific proposed scope of work, schedule of performance and compensation amount, in accordance with

the provisions of this Agreement. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth for Additional Services in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and CITY may elect to, but is not required to, authorize Additional Services work up to the maximum compensation amount set forth in Section 4.

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through December 31, 2024 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "B", attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A" ("Scope of Services") and Exhibit "A-3" ("SaaS Subscription") (which Services are also referred to collectively herein as the "Basic Services") shall not exceed Two Hundred Forty Two Thousand Dollars ($242,000), as detailed in Exhibit "C" ("Compensation"). CONSULTANT agrees to complete all Basic Services within this amount. In the event Additional Services (defined below) are authorized, the total compensation for Basic Services and any Additional Services shall not exceed Two Hundred Sixty Seven Thousand Two Hundred Dollars ($267,200). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". The applicable rates for any approved Additional Services are set out at Exhibit "C-1", entitled "HOURLY RATE SCHEDULE." CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. "Additional Services" shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Basic Services described at Exhibits "A" or Exhibit "A-3".

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit invoices to the CITY in accordance with the budget schedule as detailed in Exhibit C ("Compensation") for Basic Services describing the services performed and the applicable charges for milestones completed. In the event that Additional Services are authorized by the CITY, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges(including an identification of personnel who performed the services, hours worked and hourly rates), based upon the CONSULTANT's billing rates (set forth in Exhibit "C-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's project manager at the address specified in

Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

☒**Option A: No Subcontractor:** CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee. In the event CONSULTANT does subcontract any portion of the work to be performed under this Agreement, CONSULTANT shall be fully responsible for all acts and omissions of a subcontractor.

☐**Option B: Subcontracts Authorized:** Notwithstanding Section 11 above, CITY agrees that subcontractors may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

CONSULTANT shall be responsible for directing the work of any subcontractors and for any compensation due to subcontractors. CITY assumes no responsibility whatsoever concerning compensation of subcontractors. CONSULTANT shall be fully responsible for all acts and omissions of a subcontractor. CONSULTANT shall change or add subcontractors only with the prior approval of the city manager or designee.

SECTION 13. PROJECT MANAGEMENT.CONSULTANT will assign Irina Tikhonova as the project manager to have supervisory responsibility for the performance, progress, and execution of the Services and to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is Gunjan Kanwal, Information Technology Department, Project Services Division, 250 Hamilton Avenue, Palo Alto, CA 94301, Telephone: 650-329-2254, email: Gunjan.Kanwal@CityofPaloAlto.org. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. INTELLECTUAL PROPERTY. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement as unique to this engagement with CITY shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT makes no representation of the suitability of the work

product for use in or application to circumstances not contemplated by the scope of work.

14.1 **Intellectual Property Rights in the SaaS.** CONSULTANT retains all right, title, and interest in and to the software-as-a-service ("SaaS"), defined as the online-hosted SaaS to be provided by CONSULTANT to CITY under this Agreement as detailed in Exhibit A-3 ("SaaS Subscription"), including without limitation all Software (defined below) used to provide the SaaS and all graphics, user interfaces, logos, and trademarks reproduced through the SaaS. This Agreement does not grant CITY any intellectual property license or rights in or to the SaaS or any of its components or any Documentation (defined below) except those expressly granted herein. CITY recognizes that the SaaS and its components and the Documentation are protected by copyright and other laws. "Software" means the online-hosted computer software application(s) residing on CONSULTANT-provided servers that CONSULTANT uses to provide to CITY services described in this Agreement, and that CONSULTANT makes digitally accessible to the CITY and its Authorized Users (defined below) via the internet. "Documentation" means the technical publications relating to the use of the SaaS, such as reference, installation, administrative and programmer or user manuals, made available by Contractor to CITY.

14.2 **Grant of License to the SaaS.** CONSULTANT hereby grants to CITY a limited, non-exclusive, non-transferable term license to use, access and benefit from the SaaS in fulfilling the CITY's public mission during the term of this Agreement. The license granted to CITY hereunder includes the right to provide to the CITY's Authorized Users access to the SaaS in accordance with this Agreement, including the CMS and other administrative, non-public facing portions of the SaaS as well as the public-facing portions of the SaaS. "Authorized User" means all persons holding a valid ID and password issued by the CITY pursuant to this Agreement. The parties understand and agree that pursuant to this Agreement, members of the public will access the public-facing portions of the SaaS.

14.3 **Ownership of Data; Grant of License to City Data.** The parties acknowledge and agree that CITY owns the City data, content, documents, materials and other information, in any form or media, imported or otherwise inputted into, or gathered by, the SaaS ("City Data"); that the CITY has a right to control, access and retrieve City Data at any time during the term of the Agreement, in computer-readable format. The CITY hereby grants to CONSULTANT and its subcontractors, if any, the limited, non-exclusive, non-transferable, revocable rights to access and use City Data during the term of this Agreement solely for the purposes of performing CONSULTANT's obligations to CITY hereunder and supporting CITY's use of the SaaS hereunder, and as is otherwise expressly permitted under this Agreement. This Agreement does not grant CONSULTANT or its subcontractors any intellectual property license or rights in or to the City Data except those expressly granted herein. Upon termination or expiration, if CITY will leave the SaaS, CONSULTANT and CITY shall work together to provide CITY with a copy of City Data in mutually-agreed computer-readable format(s). CITY shall have the option to choose from one of several methods to obtain a copy of City Data. Once such data has been provided to CITY, CONSULTANT shall use a secure means of destruction or erasure of any City Data remaining in its possession and, at the CITY's request, certify the same.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and

retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

☐**[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.]** 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

☒**[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.]** 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2.   Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3.   The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 16.A. LIMITATION OF LIABILITY.

16.A.1.   **LIMITATION OF LIABILITY OF CONSULTANT.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CONSULTANT BE LIABLE TO CITY, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR ANY LOSS OF PROFIT OR LOSS OF BUSINESS BY CITY, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH POTENTIAL CLAIM, LOSS OR DAMAGE. EXCEPT AS PROVIDED IN THE IMMEDIATELY FOLLOWING SENTENCE, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT OF CONSULTANT TO CITY EXCEED THE DOLLAR AMOUNT PROVIDED FOR IN SECTION 4 ("NOT TO

EXCEED COMPENSATION") OF THIS AGREEMENT. CONSULTANT'S LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO (1) DAMAGES CAUSED BY CONSULTANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (2) CONSULTANT'S OBLIGATIONS TO INDEMNIFY AND DEFEND CITY PURSUANT TO SECTION 16 ("INDEMNIFICATION") OF THIS AGREEMENT, (3) LIMIT CLAIMS OR GENERAL DAMAGES THAT FALL WITHIN THE INSURANCE COVERAGE OF THIS AGREEMENT, (4) STATUTORY DAMAGES, AND (5) WRONGFUL DEATH CAUSED BY CONSULTANT.

16.A.2. **LIMITATION OF LIABILITY OF CITY.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 4 ("NOT TO EXCEED COMPENSATION") OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1.   CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2.   All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3.   Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the

Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4.   The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement.   Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1.   The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2.   CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3.   Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4.   Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 16.A, 19.4, 20, 25 and 27.

19.5.   No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
                            City of Palo Alto
                            Post Office Box 10250
                            Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: OpenCities, Inc.
                  Attn: Cynthia Francis, COO
                  1885 Mission Street
                  San Francisco, CA 94013

With a copy to the Project Manager via email

SECTION 21. CONFLICT OF INTEREST.

21.1.   In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2.   CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3.   If the Project Manager determines that CONSULTANT is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person's race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23.   ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second,

reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

(a) All printed materials provided by CCONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.

CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1.   This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26.   PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

☒   26.1   **This Project is not subject to prevailing wages.** CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, 'improvement') project of more than $15,000.

OR

☐   26.1   **CONSULTANT is required to pay general prevailing wages** as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the Director of the Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the Purchasing Division's office of the City of Palo Alto. CONSULTANT shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. CONSULTANT shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

26.2   CONSULTANT shall comply with the requirements of Exhibit "E" for any contract for public works construction, alteration, demolition, repair or maintenance.

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1.   This Agreement will be governed by the laws of the State of California without regard to conflict of law provisions.

27.2.   In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3.   The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

27.4.   This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This Agreement may be amended only by a written instrument, which is signed by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code.

27.5.   The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6.   If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7.   All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement referred to herein are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8   In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT's proposal, the exhibits shall control.

27.9   If, pursuant to this Agreement with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

27.10   CONSULTANT understands and agrees that, in connection with this Agreement, the CONSULTANT may have access to proprietary and/or confidential information which may be owned or controlled by the CITY, the disclosure of which to third parties may be damaging to the CITY, its employees or customers/residents. CONSULTANT also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the CONSULTANT to civil liability. Consequently, CONSULTANT agrees that all information disclosed by the CITY to the CONSULTANT shall only be used in the performance of this Agreement, unless disclosure is required by law or court order. CONSULTANT shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

27.11   All unchecked boxes do not apply to this Agreement.

27.12   The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.13   This Agreement may be signed in multiple counterparts, which, when executed by all the parties, shall together constitute a single binding agreement.

CONTRACT No. C19173686
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

_____
City Manager (Required on contracts over
$85,000)

APPROVED AS TO FORM:

_____
City Attorney or designee
(Required on Contracts over $25,000)

OPENCITIES, INC.
Officer 1

By: _____
6750CB3FA8CA4C7...

Name: Alex Gelbak

Title: CEO

Officer 2 (Required for Corp. or LLC)

By: _____
FA9E4E1D2B0A49B...

Name: Leon Gelbak

Title: CTO

Attachments:
EXHIBIT "A":	SCOPE OF SERVICES
EXHIBIT "A-1"	PROFESSIONAL SERVICES TASK ORDER
EXHIBIT "A-2":	FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS
EXHIBIT "A-3":	SaaS SUBSCRIPTION
EXHIBIT "B":	SCHEDULE OF PERFORMANCE
EXHIBIT "C":	COMPENSATION
EXHIBIT "C-1":	HOURLY RATE SCHEDULE
EXHIBIT "D":	INSURANCE REQUIREMENTS
EXHIBIT "E":	INFORMATION PRIVACY POLICY
EXHIBIT "F":	VENDOR CYBER SECURITY TERMS AND CONDITIONS
EXHIBIT "G":	SERVICE LEVEL AGREEMENT AND CONTACT INFORMATION

EXHIBIT "A"
SCOPE OF SERVICES

Pursuant to this Agreement, CONSULTANT (also referred to as "OpenCities") will provide CITY with professional and technical website design services as detailed below in this Exhibit A. The services include design, development, training, implementation, content migration, licensing, hosting, maintenance, updates, security and technical support as detailed in this Exhibit A and elsewhere in this Agreement.

Task 1: Kick-off, Research & Discovery

a. Kick off Meeting. Meet the Team for City and OpenCities, confirm timelines for the project, schedule training sessions, walk-through process for site set up, design and content migration, and discuss hand-offs to 3rd party applications if applicable. Determination is made as to key site elements necessary for configuration. Discussion of CORE and STEERING Committees for CITY. Planning for Civic User Testing groups or other user testing mechanisms.

b. Project Management Tool. Introduction to Asana as OpenCities shared project management environment to track progress and maintain a visual point of truth as to the steps in the project.

c. Creative Brief/Asset Collection. CITY works with OpenCities to secure assets such as logos and images along with any existing style guides.

d. Create/Review Analytics. CITY provides access to existing Google Analytics and any data collection that has been ongoing, and the OpenCites team will assess current site data.

Task 2: Design Discovery and Development, Site Configuration

In this phase the OpenCities project team and the CITY will share assets and work to align and deliver navigation, look and feel that reflects the spirit and goals of the CITY while leveraging the best practices for effective site layout and design.

a. Configure General locality information. This data importation will allow for structured content (such as events, places of interest, and projects) to render dynamically in geographic context on the site.

e. Design Ideation and Creation of Creative Brief. OpenCities will facilitate an ideation session with stakeholders (Steering Committee) to help inform statements that capture an intention for the look and feel for the beta release of the redesigned website, and prepare a Creative Brief summarizing these objectives and intentions. * Upon finalizing the creative brief, this information will be provided as a style and writing guide to the CITY.

f. Information Architecture and Governance Strategy. The OpenCites project team will crawl the current site and map the current content in the old site for migration to the new site. The OpenCities team will consult and advise the CITY's web management team through a process of creating a governance plan for the website. Outcomes will include assisting the CITY in formulating clearly assigned roles and expectations, an approved process for gathering, writing, approving and publishing new site content, and the initial plans for each page of content (Move, Improve, and Archive).

g. Homepage & Theme Design Review. The OpenCities project team will present a first iteration of the three design and site layout based on the assets and intentions shared in the Design meeting. Discussion of who should be included in the design review is up to the CITY. Inclusion of citizen engagement should be discussed and agreed prior to finalization of the CITY contract with OpenCities. Two additional iterations will follow for the final selected design.

h. Design Finalization. Once the design is skinned onto a live OpenCities instance, content publishing/migration will immediately begin.

NOTE: While the configuration of the site information is based on best-practices from OpenCities industry and Design Guidelines published by the USDigital Services, there is ample room for the CITY to make ongoing image, layout and design changes even after launch, using OpenCites Theme Builder capability.

Task 3: Site Admin and Content Publisher Training

In this phase, OpenCities will provide training to both the Site Administrators (two people responsible for the site) and Content Publisher training (usually at least one person from each department who has responsibility for maintaining the services and department pages for that department). All training sessions will be delivered remotely via web-conferencing, but for larger groups Open Cities will deliver training on-site in a hands-on, train the trainer or classroom style format at City offices. OpenCites will provide five days of on-site providing content migration work, and both sessions of training with the Palo Alto team.

a. **Content Publisher Training.** The OpenCities team will be on-site to lead a 2.5 hour, hands-on, classroom style training on using the OpenCities CMS (content management system). This session is for individuals in the CITY who manage content for their department, generally what we call "Structured" content. The class focuses on how to use OpenCities to create pages, publish information, manage pages and images or documents within the CMS, create forms using OpenForms, and use the Knowledge Bank. This includes learning various modules including news and events, minutes & agendas, parks & facilities, job notifications, general and landing pages, directories, media and file libraries.

b. **Site Administrator Training.** Typically delivered to 1-3 website managers, this 2 hour onsite session focuses on setting up, training and managing users, as well as using/creating roles, workflows, permissions and website settings. OpenCities will also cover troubleshooting City's site and accessing the online helpdesk. Content publishing training is a pre-requisite for site manager training.

c. **OpenCities Help Center/Knowledge Bank**. The CITY and all staff publishing to the website will receive access to the OpenCities Knowledge Bank and ticketing system, which offers detailed learning materials and documentation for every OpenCities module. Each article contains annotated images with step by step instructions showing how to use the functions in OpenCities, and many articles also offer strategic advice to help make the most of the functionality.

d. **Digital Services Academy** The OpenCites project team will use a 3 day, 2.5 hour per day facilitated workshop to train City staff on how to re-envision government web pages and PDFs as interactive services. Participants learn how to migrate prioritized content from the current site so that it becomes a fully functional Digital Service. Accommodating "service owners", the OpenCities project team will work with

participants (content publishers and departmental staff) to create a journey map of one of their key services, identify areas for improvement, prototype a new transaction, redesign their content, and test their new services page and digital form with a set of actual users.

Task 4: Content/service creation, migration and curation

a. Content Creation: OpenCities encourages City departments to create or recreate their department pages and services with support from the OpenCities and Digital Services/Web ReDesign teams. To support the City's goal for a next generation website, the OpenCities team will work with City departments to ensure new content is created and work to train users in writing for the web so that they can maintain the site in a consistent way.

b. Content Migration. OpenCities will migrate all content, making sure the pages transfer to the OpenCities CMS appropriately. The migration process does not include the creation, editing or enhancement of the content. OpenCities will assist City Staff with expertise and suggestions for changes when migrating content to the new website.

Task 5: Launch, Testing and Iteration

a. Launch: OpenCities will coordinate the full launch of the site with the City's team to assure a smooth transition from the old to the new site, including Domain Name System ("DNS") transfer.

b. Civic User Testing: OpenCities will provide coaching and feedback on strategies for user testing, including using volunteers for person-to-person user testing in a community, using positive survey respondents for remote testing of new pages, or regular use of surveys for general and specific feedback.

c. Iteration: OpenCites will provide quarterly updates and feature enhancements, continuous support and community forums, as well as a twice annual site review and recommendation session.

Task 6: Licensing & Hosting (Annual SaaS Subscription Services, per Exhibit "A-3")

This section is further detailed in Exhibit "A-3" and includes:
   a) Website Content Management Software Licensing
   b) Website Hosting environment & Services

Task 7: Ongoing Technical Support (Annual SaaS Subscription Services, per Exhibit "A-3")
This section is further detailed in Exhibit "A-3" and includes:
   a) Ongoing technical support services

CITY'S REQUIREMENTS

1. OpenCities shall offer Network Layer IP filtering solution for administrative access to the City of Palo Alto's Open Cities instance. Access will be allowed **only from the City of Palo Alto's IP address and the OpenCities IP addresses.**

2. Any data transfer between the City of Palo Alto and the OpenCities's environment shall securely be transferred/processed through HTTPS/SFTP/FTPS/VPN communication.

3. The City of Palo Alto data hosted at rest and the backup stage within the OpenCities environment (including OpenCities's contracting organizations environment) shall be encrypted securely.

4. The OpenCities shall provide robust disaster recovery and business continuity solutions to the City of Palo Alto for the systems and services provided under this Agreement.

5. OpenCities shall provide all services under this Agreement in accordance with Exhibit "E," entitled "INFORMATION PRIVACY POLICY," and Exhibit "F," entitled VENDOR CYBER SECURITY TERMS AND CONDITIONS."

EXHIBIT "A-1"
PROFESSIONAL SERVICES TASK ORDER

Consultant shall perform the work detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into the Agreement by this reference. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.   ISSUE DATE
OR PURCHASE ORDER REQUISITION NO.   (*AS APPLICABLE*)

1A.   MASTER AGREEMENT NUMBER (*MAY BE SAME AS CONTRACT / P.O. NO. ABOVE*):
1B.   TASK ORDER NO.:
2.   CONSULTANT NAME:
3.   PERIOD OF PERFORMANCE: START: COMPLETION:
4   TOTAL TASK ORDER PRICE: $_____
           BALANCE REMAINING IN MASTER AGREEMENT/CONTRACT $_____
5.   BUDGET CODE_____
           COST CENTER_____
           COST ELEMENT_____
           WBS/CIP_____
           PHASE_____
6.   CITY PROJECT MANAGER'S NAME & DEPARTMENT:_____
7.   DESCRIPTION OF SCOPE OF SERVICES (Attachment A)
           <u>MUST INCLUDE</u>:
- WORK TO BE PERFORMED
- SCHEDULE OF PERFORMANCE
- COMPENSATION AMOUNT AND RATE SCHEDULE (*AS APPLICABLE*)
- DELIVERABLES
- REIMBURSABLE EXPENSES, if any (with "not to exceed" amount)

8.   ATTACHMENTS: A: <u>Scope of Services</u>   B (if any): _____

I hereby authorize the performance of the work described in this Task Order.

I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.

APPROVED:
CITY OF PALO ALTO

APPROVED:
COMPANY NAME: _____

BY:_____
Name _____
Title_____
Date _____

BY:_____
Name _____
Title_____
Date _____

EXHIBIT A-2
FUNCTIONAL AND NON FUNCTIONAL REQUIREMENTS

Exhibit A-2, entitled "Functional and Non Functional Requirements," is hereby attached, totaling 22 pages.

CITY OF
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Bid Requirements

Implementation management:

ID	Requirement	Classification	Vendor Response (Appendix ID)
IM10	Listed scope of work with assigned responsibility to City or vendor	Mandatory	See Chapter 4
IM20	Detailed proposed schedule with estimated dates and milestones	Mandatory	Appendix A
IM30	Detailed milestones and compensation schedule	Mandatory	Appendix B

Functional Requirements

Features and Functions:

These features and functions will be used as <u>baseline</u> requirements. The proposed solution shall, at least, meet these requirements and can be expanded to accommodate potential future features and functions without costly redesign. If awarded the contract, the vendor shall provide a written user manual or user guide for the identified features as a deliverable

ID	Requirement	Classification	Vendor Response (Standard/ Custom)
	Admin		
FF1	Role-Based User Permissions	Mandatory	Standard
FF2	Self-Service Password Reset	Mandatory	Standard
FF3	Administrator Controls User Capabilities	Mandatory	Standard
	Content Directory		
FF4	Customizable Page Content Directory (Not Site Map)	Desired	Standard
	Calendar		
FF5	Filter by Department	Mandatory	Standard
FF6	Filter by Event Type	Desired	Standard
FF7	Department-specific Calendars	Mandatory	Standard
FF8	Recurrence	Mandatory	Standard
FF9	Location Filter (For Mapping)	Desired	Standard
FF10	Calendar Image	Mandatory	Standard
FF11	Event Contact Info	Mandatory	Standard
FF12	Mapping of Event	Desired	Standard
FF13	File Attachments	Mandatory	Standard
FF14	Time Info (Start, End, All Day)	Mandatory	Standard
FF15	Ability to Feature Event on Other Pages	Desired	Standard
FF16	Ability to insert calendar items on any page	Desired	Standard
FF17	Events by Monthly Calendar	Mandatory	Standard
FF18	Events by List	Mandatory	Standard
FF19	Active/Inactive	Mandatory	Standard
FF20	Share to social media	Desired	Standard

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FF21	Volunteer Sign up	Desired	Standard – Via OpenForms
FF22	Insert External links	Mandatory	Standard
FF23	List venue	Mandatory	Standard
FF24	Calendar sync - Add events to Google calendar and iCal	Desired	Standard
FF25	Event Registration	Desired	Standard – Via OpenForms
FF26	Event series	Mandatory	Standard
FF27	Reminder Visitors About Calendar Events	Desired	Standard
FF28	Payment Gateway Integration	Desired	Standard
FF29	Search Events	Mandatory	Standard
	Frequently Asked Questions/Knowledge Base		
FF30	Assignment By Page(s)	Desired	Standard
FF31	Filter by Category and Type	Desired	Standard
FF32	URL	Desired	Standard
FF33	FAQ	Desired	Standard
FF34	Ability to Provide Location Information	Desired	Standard
FF35	File Attachments	Desired	Standard
FF36	Image(s)	Desired	Standard
FF37	Active/Inactive	Desired	Standard
	File/Document Storage		
FF38	Text-Searchable	Desired	Standard
FF39	Bulk Upload	Desired	Standard
FF40	Upload Frequently Used File Types	Mandatory	Standard
FF41	Revision Date	Mandatory	Standard
FF42	Revision Number	Mandatory	Standard
FF43	Metadata (Keywords, Tags)	Mandatory	Standard
FF44	Sort by multiple dimensions (Department, Subject)	Mandatory	Standard
FF45	Document Type	Mandatory	Standard
FF46	Role-Based Access	Mandatory	Standard
FF47	Active/Inactive	Mandatory	Standard
FF48	Searchable	Mandatory	Standard
FF49	Adjustable max file size threshold (max file size Mandatory50MB)	Mandatory	Standard
	Slideshows		
FF50	Description of Image In slideshow	Mandatory	Standard
FF51	Inserts into page (User Editing Function)	Mandatory	Standard
FF52	Hyperlink	Mandatory	Standard
FF53	Image(s)	Mandatory	Standard
FF54	Video in Slideshow (YouTube)	Mandatory	Custom – not priced / we'd highlight our concerns around accessibility compliance of this feature
FF55	Auto-size image for slideshow	Desired	Standard
FF56	Visual cropping of slideshow image (like on profile pics)	Mandatory	Standard
	Pages		

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FF57	Multiple Page Types (Syndicated)	Desired	Standard
FF58	Multiple Page Types (Non-Syndicated)	Mandatory	Standard
FF59	Page Metadata	Mandatory	Standard
FF60	Image(s)	Mandatory	Standard

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FF61	File Attachments	Mandatory	Standard
FF62	Ability to sort from newest to oldest	Mandatory	Standard
FF63	Last Updated	Mandatory	Standard
FF64	Modified By	Desired	Standard
FF65	Rollback or Versions	Mandatory	Standard
FF66	Selectable Page Design Templates	Mandatory	Standard
FF67	Customizable Page Templates	Mandatory	Standard
FF68	Page Freshness Report	Desired	Standard
FF69	Orphan page removal	Mandatory	Standard
FF70	Responsive design	Mandatory	Standard
FF71	Publish at pre-set time	Mandatory	Standard
FF72	Page update approval workflow	Desired	Standard
FF73	Broken link check	Desired	Standard
FF74	Inline spell-check	Mandatory	Standard
FF75	Video embeding	Mandatory	Standard
	Phone Directory		
	For the following : OpenCities can accomplish as standard assuming We will use the Departments Module / Directory to create this solution.		
FF76	Searchable	Mandatory	Standard
FF77	Metadata, Tags	Mandatory	Standard
FF78	Ability to List People, Facilities, and Services	Mandatory	Standard
FF79	Image(s)	Mandatory	Standard
FF80	Email Link	Mandatory	Standard
FF81	Social Links	Desired	Standard
FF82	Multiple Phone Numbers	Mandatory	Standard
FF83	Location Info	Mandatory	Standard
FF84	Categories	Desired	Custom
FF85	Contact database has multiple applications in the CMS	Desired	Custom
	Image Repository/Library		
FF86	Role based access	Desired	Standard
FF87	Ability to preview and post to pages from library	Mandatory	Standard
FF88	Bulk image upload	Desired	Standard
	User Portal		
FF89	Save a page	Desired	Custom
FF90	Notifications (when page is changed)	Desired	Standard
FF91	Opt-in email (Email Marketing Interface)	Desired	Standard via Mailchimp
FF92	Recommendations based on previous visits	Desired	Custom
FF93	Last visited page	Desired	Custom
FF94	News feed	Desired	Custom
FF95	Personalized experience	Desired	Standard – We'd share more during a demo how we do this through personalized content delivery based on transactional experiences
FF96	User comments	Desired	Standard

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FF97	Make event suggestions	Desired	Standard via OpenForms
	Public Relations		
FF98	Press Releases (Customizable Templates)	Mandatory	Standard
FF99	Media Center	Desired	Standard
	Short Links (For Marketing Materials)		
FF100	Custom short links	Mandatory	Standard

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FF101	Active/Inactive	Desired	Standard
	Forms		
FF102	Customizable	Mandatory	Standard
FF103	Captcha	Mandatory	Standard
FF104	Database	Mandatory	Standard
FF105	Notification Email(s) to Others	Mandatory	Standard
FF106	Custom Completion Page	Mandatory	Standard
FF107	Redirect	Mandatory	Standard
FF108	Confirmation Email to User	Mandatory	Standard
FF109	Pop-up forms (email sign up forms)	Desired	Custom
	Social Media		
FF110	Can Be Turned-on By Page	Desired	Standard
FF111	Share button	Mandatory	Standard
FF112	Share page	Mandatory	Standard
	Training		
FF113	Functionality Documentation (How-tos)	Mandatory	Standard
FF114	Training Documentation	Mandatory	Standard
FF115	Onsite Training	Mandatory	Standard
FF116	Online Training	Mandatory	Standard
FF117	Knowledge base	Mandatory	Standard
	Content Editor		
FF118	WYSIWYG	Mandatory	Standard
FF119	Control By Limited Style Options	Mandatory	Standard
FF120	Ability to flow text around images	Desired	Standard
FF121	Tables	Mandatory	Standard
FF122	Templates	Mandatory	Standard
FF123	Inline image cropping and resizing	Desired	Standard
FF124	Display GIS Data	Desired	Standard
FF125	IFrames	Mandatory	Standard
FF126	Enforced ADA Compliance (Alt-tags, Screen Reader)	Desired	Standard -- Alt Tags can be enforced, important to understand goal of screen readers
FF127	Custom Navigation	Desired	Standard
FF128	Rich Editor (Typical Page Editing Functions)	Mandatory	Standard
FF129	Design and HTML views	Mandatory	Standard
FF130	Rollback or Versions	Mandatory	Standard
FF131	Metadata, Tags	Mandatory	Standard
FF132	Print Version	Desired	Standard
FF133	Last Modified	Mandatory	Standard
FF134	Modified By	Mandatory	Standard
FF135	javascript widget insertion	Desired	Standard
FF136	Role-based editing access	Mandatory	Standard
FF137	Development server	Desired	Standard – Extra fees, as not typically required given OpenCities approach

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			to set up/implementation
FF138	Embed streaming video	Mandatory	Standard
FF139	Drag and drop images into webpage	Desired	Custom
FF140	Insert social media content (as inline or widget)	Desired	Standard

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FF141	Auto-save during content editing	Desired	Custom
FF142	Customizable page templates (based on user role)	Mandatory	Standard
FF143	Selectable page design templates (based on common a set created by designer and/or site admins, e.G. News, press release, faq, informational page, policy, etc)	Mandatory	Standard
	Search		
FF144	Filtered search - by department file type date range	Mandatory	Standard
FF145	Did you mean...	Desired	Standard
FF146	Search spans all site content (e.g. calendar events)	Mandatory	Standard
	Integrations		
	NOTE: We are assuming you mean embedding an iFrame onto a page, or simply linking through to these systems as a hyperlink, then the response should be STANDARD. If you are talking about genuine coding-based integration where data is being exchanged between systems, then this is CUSTOM – and we'd flag that many of the systems listed below have no APIs available to facilitate such an integration, even though OpenCities does.		
FF147	Open City Hall	Mandatory	Custom
FF148	Palo Alto 311	Mandatory	Custom
FF149	RPP Traffic Permitting	Mandatory	Custom
FF150	Parking citation payment	Mandatory	Custom
FF151	Typical social media sites	Mandatory	Standard
FF152	Integration with class registration (ActiveNet)	Mandatory	Custom
FF153	One online payment screen that integrates different services	Mandatory	Custom
FF154	Third-party API Integration	Mandatory	Standard
FF155	GIS	Desired	Custom
FF156	Accela (online development permit monitoring)	Desired	Custom
	ADA		
FF157	Responsive design	Mandatory	Standard
FF158	Text Searchable PDF	Mandatory	Standard – although not for "scanned" images saved as PDFs
FF159	ADA Standards Training	Mandatory	Standard
FF160	Text version	Mandatory	Standard
FF161	ADA Compliant (WCAG Desired.Mandatory) – Level A	Mandatory	Standard
FF162	ADA Compliant (WCAG Desired.Mandatory) – Level AA	Mandatory	Standard
FF163	ADA Compliant (WCAG Desired.Mandatory) – Level AAA	Desired	Custom – not suggested as requires limited color pallete (basically black/white)
FF164	Font size	Mandatory	Standard
FF165	ADA compliance forced in content editor	Desired	Standard
FF166	Colors must meet ADA contrast requirements	Mandatory	Standard
	Navigation		
FF167	Sitemap	Mandatory	Standard
FF168	Breadcrumbs	Desired	Standard
	Support		

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FF169	24 hour support for urgent issues	Desired	Standard
FF170	Support SLA	Mandatory	Standard
	List of Custom Modules		
FF171	Community Services	Desired	Standard -- we can interpret this as a content item, not a functional item
FF172	Public Art Database	Desired	Standard – can be treated as a content itme, or enabled through the MyNeighborhood as a geocoded dataset
FF173	Inline display of analytics data from Google	Desired	Standard – OpenCities Live analytics dashboard
	Other		
FF174	Translation/localization	Desired	Standard
FF175	Open data integration	Desired	Standard – via APIs

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FF176	Chatbot functionality	Desired	Standard – Planned Feature Enhancement (additional SaaS fee)
FF177	Readiness for IoT integration	Desired	Standard – using OpenCities APIs (assumes built/managed by City)
FF178	Website reporting/dashboard	Desired	Standard
FF179	Document website style guide	Mandatory	Standard – Writing for the Web training included
	Mobile		
FF180	Forms with contextualized keyboards (for touch devices)	Desired	Standard
FF181	Rather than mobile versions of pages, we should be clear that we just want responsive design (mobile versions suggests we want two versions).	Desired	Standard
	Other		
FF182	Images must upload rapidly, taking no more than a few seconds	Mandatory	Standard
FF183	System shall not time out during day-to-day use	Mandatory	Standard
FF184	Pre-designed page layout templates	Mandatory	Standard
FF185	Navigation shall be easy to use	Mandatory	Standard
FF186	Design shall be customer-centric	Desired	Standard
FF187	Content formatting should be straight-forward and painless	Desired	Standard
FF188	Navigation shall be intuitive	Mandatory	Standard
	Branding		
FF189	Branding shall be consistent throughout the site.	Mandatory	Standard
FF190	We will provide style guide (logo) - use as basis for style guide	Mandatory	Standard
FF191	Website writing guide (time designation, dates)	Desired	Standard
	CMS		
FF192	Must be cloud-based	Mandatory	Standard
FF193	Meets City of Palo Alto Hosting Security Requirements (VISA)	Mandatory	Standard
FF194	Disaster Recovery	Mandatory	Standard
FF195	Fully hosted and maintaind CMS - Managed services	Mandatory	Standard
FF196	All features and modules of the platform should be accessible from one landing page. For example, Navbuilder and Image library are not accessible from the Civica admin landing page.	Desired	Standard
	Analytics		
FF197	Must have analytics built in or report to analytics services (i.e. Google Analytics)	Mandatory	Standard

Transition Requirements

Testing and Training:

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Vendor or partner/preferred vendor shall provide system functional training listed below. Each training topic (w/ an associated ID) will be documented and included in a training schedule as a deliverable. The vendor will include UAT timeline in their proposed schedule and provide test scripts.

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ID	Requirement	Classification	Vendor Response (Appendix ID)
TT10	The Vendor shall develop a user acceptance test plan documenting the test procedures, test inputs, and expected results that are needed to verify the functional requirements and confirm that all features and functions of the new City website are fully functional.	Mandatory	OpenCities Design System is fully tested by hundreds of users, this is not a custom built site – this requires only user-testing for purposes of usability, not testing custom code/functionality
TT20	The vendor shall provide UAT test scripts	Mandatory	OpenCities Design System is fully tested by hundreds of users, this is not a custom built site – this requires only user-testing for purposes of usability, not testing custom code/functionality
TT30	The vendor shall assist with the Beta site testing prior to final launch	Mandatory	Standard
TT30	The Vendor shall produce a Training Plan to include specific training activities, identify training resources, and a training schedule	Mandatory	Standard
TT40	The vendor will create a City of Palo Alto training documentation including System Administrator and Super Producer role-based training	Mandatory	Standard
TT50	The Vendor will provide role-based Website Administration and Super Producer training	Mandatory	Standard
TT60	The vendor shall provide a point of contact for training follow-up	Mandatory	Standard

Non-functional Requirements:

Note: Inability to meet any of the following desired requirements does not automatically exclude vendors from RFP (Request for Proposal) process

Software & Licensing:

ID	Requirement	Classification	Vendor Response (Appendix ID)
S10	Website Content Management Software Licensing - The vendor will provide a hosted web content management solution as part of the total solution.	Mandatory	Standard – OpenCities is fully hosted in Microsoft's Azure Gov cloud
S20	Website Content Management Software Implementation - The vendor will implement the web content management system.	Mandatory	Standard
S30	Website Content Migration – The vendor will perform content migration from the old website to the new.	Mandatory	Standard – content migration + content

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		creation service packages included in bid

Cloud Computing:

If the proposed solution is a software as a service (SaaS), the vendor shall fulfill the below requirements

ID	Requirement	Classification	Vendor Response (Y/N/ Appendix ID)
CC20	Data shall be housed in the US and/or Canada soil	Mandatory	YES – Microsoft Azure Gov is fully hosted in the continental US
CC30	The vendor shall provide a list of their data centers	Mandatory	YES – Microsoft Azure Gov is fully hosted in the continental US

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Security & Privacy Compliance:

ID	Requirement	Classification	Vendor Response (Appendix ID)
P10	The vendor shall complete Vendor Information Security Assessment (VISA), and acknowledge and agree to comply with the additional security compliance requirements resulting from the VISA (See attachment G)	Mandatory	Standard
P20	The Vendor shall formally acknowledge and agree to comply with the City's Information and Privacy Policy (See attachment G)	Mandatory	Standard
P30	Vendor shall formally acknowledge and agree to comply with the City's Saas Security and Privacy Terms and Conditions prior to entering into the contract (See attachment G)	Mandatory	Standard – OpenCities may have additional terms it wishes the City to consider

Auditability:

ID	Requirement	Classification	Vendor Response (Y/N)
A10	System logs all user & system actions and events (who, what, when) required by auditors, and by IT and business and the length of time that the records must be kept	Desired	Standard

Maintainability:

ID	Requirement	Classification	Vendor Response (Y/N)
M10	City should be able to configure the system with appropriate access privileges	Mandatory	YES
M20	The vendor shall have the appropriate team that will be available to fully maintain and manage system upgrades and software patches to repair defects	Mandatory	YES
M30	The vendor shall have the appropriate team or third party vendor to fully maintain interfaces and/or enhancements	Mandatory	YES

Supportability:

ID	Requirement	Classification	Vendor Response (Y/N)
S10	**After go live support:** 30 days fire-fighting support after go live with documented problems tracking and status	Mandatory	YES
S20	**On-going vendor support:** The vendor shall provide their different support options and its associated pricing	Mandatory	YES

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Disaster Recovery and Business Continuity:

ID	Requirement	Classification	Vendor Response (Appendix ID)
DRBC10	Cloud application: The vendor shall provide an overview, written document of their DRBC planning	Mandatory	YES – OpenCities will provide if selected as a finalist

Service Level Agreement:
The SLA terms and conditions will be reviewed by a representative from IT Ops and from the business that will be affected by the implementation of the proposed solution.

The City reserves the rights to **modify** any clauses (in the vendor's template), at the City's discretion, or create our own clauses, so that the software vendor can better meet our specific needs.

ID	Requirement	Classification	Vendor Response (Y/N/ Appendix ID)
SLA10	SLA will be reviewed and re-negotiated when the contract is up for renewal	Mandatory	YES
SLA20	SLA between the vendor and the City of Palo Alto must be clearly defined.	Mandatory	YES

Open Data:

ID	Requirement	Classification	Vendor Response (Y/N)
OD10	All system data should be exportable and machine readable to support open data environment.	Desired	YES
OD20	Exportable data should include metadata (set of data that describes and gives information about other data)	Desired	YES

Data Liberation:

ID	Requirement	Classification	Vendor Response (Y/N/ Appendix ID)
DL10	The City will _own_ the data under a hosting agreement	Mandatory	YES
DL20	The vendor shall provide a transition plan (e.g., in the event we discontinue the service) with roles and responsibilities clearly defined and associated costs if any.	Mandatory	YES

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CITY OF PALO ALTO

Signatures

_____
Signature of sponsor

_____Claudia Keith_____
Printed name of sponsor

_____
Date

_____
Signature of project manager

_____Gunjan Kanwal_____
Printed name of project manager

_____
Date

US Onboarding Template

Printed from Asana

Phase I: Discovery and Governance:

Status: —

☐ Create Asana template for city

Status: —

   ☐ Set up city admins

☐ Send Project Outline / GANTT (DOC 1.1)

Status: —

☐ Pre Kick-Off Meeting (call 1) (DOC 1.2)

Status: —

Purpose: Meet the core team. Align on implementation plan.

Driver: OC

Tier: ALL

   ☐ Confirm timelines for the project

   ☐ Schedule training session dates

   ☐ Walk through process for site set up, design and content migration, and hand-offs to 3rd party applications if applicable

   ☐ Determine key site elements necessary for configuration

☐ City populates and returns Core Teams Spreadsheet (DOC 1.3)

Status: —

☐ City shares Google Analytics access

Status: —

Purpose:

Driver: City

Tier: TRANSFORM

   ☐ Assess analytics for current site

   ☐ Incorporate findings for each service into a Digital Services Inventory

☐ OC creates Dashboard, shares link with city

Status: —

☐ City shares design elements (logos, photos, style guides)

Status: —

☐ Pre Kick-Off Meeting (call 2) (DOC 1.2)

Status: —

☐ Core Team Kick-Off Meeting (onsite) (DOC 1.2)

Status: —

☐ Site / server configuration

Status: —

Colin and/or Ben.

☐ Beta content inventory, analytics investigation

Status: —

Purpose: Inventory page title, meta description tied to analytics that give us a sense of prioritization

Driver: City + OC

Tier: TRANSFORM

☐ Complete first iteration of Digital Services Inventory (DOC 1.4)

Status: —

Purpose: City team leads on identifying the "top 50" services for each department based on call center volume, web traffic, and intuitive sense of CITYeatest user need.

Driver: City

Tier: TRANSFORM

☐ Identify top 50 services

☐ Executive Briefing (optional)

Status: —

Purpose: Briefing for City Manager on project plan and timeline.

Driver: OC

Tier: EXTRA

☐ Department Engagement Planning Meeting (Optional)

Status: —

Purpose: OpenCities/Mike present service inventory, define what mandates inclusion in beta, organize service targets for beta release. Plan kick off meetings with departments.

Driver: OC

Tier: EXTRA

☐ Design Values & Creative Direction Workshop

Status: —

Purpose: We will collect artifacts representing different visual styles that reflect the brand identity, inspirational sites, and misc. visual elements for discussion and direction. I.e. Mood Boards

Driver: Option here to work on an iteration of the current alpha design mashed up with the visual design system of CITYand Rapids/Point Russell. Instead of doing a broad process we can be more selective about where we need input from.

Tier: ALL

☐ Gather logos, images, and existing style guides

☐ Create 'mood boards'

☐ Access to Client Extranet for Core Team

Status: —

Purpose:

Driver: OC

Tier: ALL

☐ Content Strategy (DOC 1.5)

Status: —

Purpose: Core team present and discuss content + feature inventory, draft content strategy

Driver: OC

Tier: ALL, but amount of time is weighted based on services pkg

☐ Governance Strategy Workshop

Status: —

Purpose: OC/Design Firm presents taxonomy, IA, top level navigation recommendations

Driver: OC

Tier: TRANSFORM

☐ Prepare recommendations on taxonomy, IA, and top level navigation

☐ Present Governance Strategy, Taxonomy, and Navigation Recommendations (DOC 1.6)

Status: —

Purpose:

Driver: OC + City

Tier: EXTRA

☐ Department Page Strategy and Prototype (NOT STANDARD) (DOC 1.7)

Status: —

Purpose: Create first iteration of department page with 2-3 departments

Driver: City

Tier: EXTRA

☐ Elected Officials Page Strategy and Prototype (NOT STANDARD) (DOC 1.8)

Status: —

Purpose: Create first iteration of elected official page w/ Mayor

Driver: City

Tier: EXTRA

Phase II: Configuration and Design:

Status: —

☐ Delivery of homepage direction based on creative brief

Status: —

Purpose: OC delivers first design treatment

Responsible: OC

Tier: ALL

☐ Complete OpenCities Configuration Spreadsheet (DOC 2.1)

Status: —

Purpose: Determines general location information and content. OpenCities will take a first pass and then meet with CITY digtial team to confirm

Responsible: OC

Tier: ALL

☐ Collect and synthesize home page design feedback from Core Team, Steering Committee, and City Leadership

Status: —

Purpose: Creative feedback on homepage direction

Responsibility: OC

Tier: ALL

☐ Delivery of second round of homepage design

Status: —

Purpose: OC delivers second design treatment

Responsibility: OC

Tier: TRANSFORM

☐ Delivery of finalized homepage direction and style guide (DOC 2.2)

Status: —

Purpose: OC delivers final design treatment

Responsibility: OC

Tier: ALL

Phase III: Training and Handover:

Status: —

☐ Digital Service Academy #1

Status: —

Purpose: The first workshop will focus on Digital SMEs to test process, flow, and onboard SMEs

Responsbile: OC + City

Tier: TRANSFORM

☐ Content Publisher Training

Status: —

Purpose: OpenCities will provide a training to cover all functionality related to being a department content author on the site

Responsible: OC

Tier: ALL

☐ Site Admin Training

Status: —

Purpose: OpenCities will provide a follow up training for site mangers

Responsible: OC

Tier: ALL

☐ OpenForms Training

Status: —

Purpose: OpenCities will provide a follow up training for OpenForms users

Responsbile: OC

Tier: Included in DSA, or additional if needed

☐ Help Center Introduction

Status: —

Purpose: show users where to find info.

Driver: OC

Tiers:
BASIC + DESIGN — video conference
TRANSFORM: on-site

☐ Module Training

Status: —

Phase IV: Content Curation and Beta Launch:

Status: —

☐ User testing (CUT Group, Brigade, etc) (DOC 4.1)

Status: —

Purpose: OpenCities can provide best practices for Civic User Testing, utilizing CfA Brigades, community volunteers, or City funded CUT groups

Responsbile: OC + City

Tier: TRANSFORM

☐ Content migration by the city

Status: —

☐ Pre-release spot checking and clean up, DNS / domain changes

Status: —

Purpose: Prep for beta launch/soft launch

Responsbile: OC

Tier: ALL (beta not required but suggested)

☐ Public Release Beta / Press Release

Status: —

Purpose: The public launch of the beta

Responsible: City

Tier: ALL

☐ Beta Launch Event

Status: —

Purpose: launch

Responsible: City

Tier: ALL

☐ Discussion / planning of subsites

Status: —

Purpose: Meeting to discuss need for subsites

Responsible: OC + CIty

Tier: EXTRA

☐ Design and content for any necessary subsites

Status: —

Purpose: OpenCities will take the lead on skinning and launching subsites, CITY Digital will populate content in coordiantion with departmental content contributors

Responsible: OC + CIty

Tier: EXTRA

☐ Training for Communications Team

Status: —

Purpose: Deep dive with City Communications Staff - To start publishing events, news, and public notices on the new site.

Responsible: City

Tier: EXTRA

Phase V: Second Release, Promotion, Complete Handoff:

Status: —

☐ Pre-release spot checking and clean up

Status: —

Purpose: Full site review of site content prior to launch

Responsible: City

Tier: ALL

☐ Public Release of Live Site / Press Release

Status: —

Purpose: Issue press release about live site

Responsible: City

Tier: ALL

☐ "Go Live" activities

Status: —

Purpose: DNS switch from beta to live

Responsible: OC + City

Tier: ALL

☐ Site live!

Status: —

Purpose: SITE IS UP!

Responsible: OC + CIty

Tier: ALL

☐ Feedback monitoring

Status: —

Tier: TRANSFORM

EXHIBIT A-3
SaaS SUBSCRIPTION

Pursuant to this Agreement, CONTRACTOR will deliver OpenCities software-as-a-service ("SaaS") services (also called the "Subscription Services" in this Agreement) to City as a cloud solution, and the annual subscription fee includes:

a. OpenCities CMS
b. OpenForms – Business Version
c. Enterprise grade Hosting, Security, Bandwidth and Storage using Microsoft Azure Gov
d. Data Center with 99.9% uptime Services Level Agreement (SLA) per Exhibit "G" (entitled "Service Level Agreement and Contact Information"); Distributed denial of service ("DDOS") mitigation
e. Maintenance, upgrades and new functionality (minimum of 4x annual releases)
f. Accessibility commitment to global standard (WCAG 2.0 AA)
g. Unlimited 24/7 telephone helpdesk for Priority level 1 severity issues, per Exhibit "G"
h. Unlimited online helpdesk for all other support & issues per Exhibit "G"
i. Twice annual "check up" with OpenCities customer success team to explore site improvements focused on enhancing City sites' usability
j. Subscription includes all hosting, licensing and technical support

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the dates specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Milestones	Completion Date
1. Kick Off, Research & Discovery	October 31, 2019
2. Design, Development & Configuration	November 1, 2019 - January 31, 2020
3. Site Admin and Content Publisher Training	February 28, 2020
4. Content/Service creation migration and curation	March 1, 2020 - May 31, 2020
5. Launch, Testing and Iteration	June 1, 2020 – July 31, 2020
6. Licensing & Hosting	Commencing as of Live Operation

(Annual Subscription Services per Exhibit "A-3" for 5 years as further detailed in Exhibit "C")

7. Ongoing Technical Support	Commencing as of Live Operation

(Annual Subscription Services per Exhibit "A-3" for 5 years as further detailed in Exhibit "C")

Live Operation.
The initial subscription period for Licensing & Hosting and Ongoing Technical Support (Tasks 6 and 7, respectively) shall run on a yearly basis for a period of 5 years, commencing on the Live Operation date for the Subscription Services per Exhibit "A-3" and as further detailed in Exhibit "C". The Live Operation date for the Subscription Services is defined as the date on which the City signs off on successful implementation which comprises of the instance built / designed and ready to have content migrated, provided that the City's project manager has expressly accepted the Live Operation date in writing.

EXHIBIT "C"
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including any reimbursable expenses specified below, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1: Kick Off, Research & Discovery	$25,000
Task 2: Design, Development & Configuration	$30,000
Task 3: Site Admin and Content Publisher Training	$0
Task 4: Content/Service creation, migration and curation	$42,000
Task 5: Launch, Testing and Iteration	$0
Task 6: Licensing & Hosting (**Year 1**- Annual SaaS Subscription Services*)	$29,000
Task 7: Ongoing Technical Support (**Year 1**-Annual SaaS Subscription Services*)	included in Task 6

*The initial subscription period for Licensing & Hosting and Ongoing Technical Support shall run on a yearly basis for a period of 5 years, commencing on the Live Operation date for the SaaS Subscription Services per Exhibit "A-3". The Live Operation date for the SaaS Subscription Services is defined in Exhibit "B".

Subtotal for Task 1 through Task 7	$126,000
Task 8: Licensing & Hosting (**Year 2**- Annual SaaS Subscription Services)	$29,000
Task 9: Ongoing Technical Support (**Year 2**- Annual SaaS Subscription Services)	included in Task 8
Task 10: Licensing & Hosting (**Year 3**-Annual SaaS Subscription Services)	$29,000

Task 11: Ongoing Technical Support (**Year 3**- Annual SaaS Subscription Services)	included in Task 10
Task 12: Licensing & Hosting (**Year 4**- Annual SaaS Subscription Services)	$29,000
Task 13: Ongoing Technical Support (**Year 4**- Annual SaaS Subscription Services)	included in Task 12
Task 14: Licensing & Hosting (**Year 5**-Annual SaaS Subscription Services)	$29,000
Task 15: Ongoing Technical Support (**Year 5**-Annual SaaS Subscription Services)	included in Task 14
Sub-total Basic Services	**$242,000**
Additional Services, if approved (Not to Exceed)	$25,200
Maximum Total Compensation	**$267,200**

ADDITIONAL SERVICES

The CONSULTANT shall provide Additional Services (per Section 4, "Compensation," of this Agreement) only by advanced, written authorization from the CITY (per Section 1, "Scope of Services," of this Agreement). The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of such services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including any proposed reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The proposed Additional Services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's project manager and CONSULTANT prior to commencement of the services (per Section 1, "Scope of Services," of this Agreement). Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

EXHIBIT "C-1"
HOURLY RATE SCHEDULE

Hourly rate for any Additional Services (per Section 1, Section 4 and Exhibit C of this Agreement) provided by CONSULTANT is $185 per hour.

EXHIBIT "D"
INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES	WORKER'S COMPENSATION	STATUTORY		
YES	EMPLOYER'S LIABILITY	STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	$1,000,000	$1,000,000
		PROPERTY DAMAGE	$1,000,000	$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	$1,000,000	$1,000,000
YES	TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE. THE POLICY SHALL AT A MINIMUM COVER PROFESSIONAL MISCONDUCT OR LACK OF REQUISITE SKILL FOR THE PERFORMANCE OF SERVICES DEFINED IN THE CONTRACT AND SHALL ALSO PROVIDE COVERAGE FOR THE FOLLOWING RISKS: (i) NETWORK SECURITY LIABILITYARISING FROM UNAUTHORIZED ACCESS TO, USE OF, OR TAMPERING WITH COMPUTERS OR COMPUTER SYSTEMS, INCLUDING HACKERS, EXTORTION, AND (ii) LIABILITY ARISING FROM INTRODUCION OF ANY FORM OF MALICIOUS SOFTWARE INCLUDING COMPUTER VIRUSES INTO, OR OTHERWISE CAUSING DAMAGE TO THE CITY'S OR THIRD PERSON'S COMPUTER, COMPUTER SYSTEM, NETWORK, OR SIMILAR COMPUTER RELATED PROPERTY AND THE DATA, SOFTWARE AND PROGRAMS THEREON. CONTRACTOR SHALL MAINTAIN IN FORCE DURING THE FULL LIFE OF THE CONTRACT. THE POLICY SHALL PROVIDE COVERAGE FOR BREACH RESPONSE COSTS AS WELL AS REGULATORY FINES AND PENALTIES AS WELL AS CREDIT MONITORING EXPENSES WITH LIMITS SUFFICIENT TO RESPOND TO THESE OBLIGATIONS.	ALL DAMAGES	$2,000,000	$2,000,000

Professional Services
Rev. April 27, 2018

YES	Cyber and Privacy Insurance SUCH INSURANCE SHALL INCLUDE COVERAGE FOR LIABILITYARISING FROM THEFT, DISSEMINATION, DESTRUCTION OF INFORMATION, AND/OR USE OF CONFIDENTIAL INFORMATION INCLUDING BUT NOT LIMITED TO, BANK AND CREDIT CARD ACCOUNT INFORMATION OR PERSONAL INFORMATION, SUCH AS NAME, ADDRESS, SOCIAL SECURITY NUMBERS, PROTECTED HEALTH INFORMATION OR OTHER PERSONAL IDENTIFICATION INFORMATION, STORED OR TRAMSITTED IN ELECTRONIC FORM.	ALL DAMAGES	$1,000,000	$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY - EACH PERSON - EACH OCCURRENCE PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE, COMBINED	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $1,000,000	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	$1,000,000	
YES	**THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED**: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, **NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.**			

I.   INSURANCE COVERAGE MUST INCLUDE:

      A.   A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.

II.   CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: https://www.planetbids.com/portal/portal.cfm?CompanyID=25569.

III.   ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

      A.   <u>PRIMARY COVERAGE</u>

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

      B.   <u>CROSS LIABILITY</u>

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C.   <u>NOTICE OF CANCELLATION</u>

1.   IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2.   IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE
AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO
AT THE FOLLOWING URL:**

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP

EXHIBIT "E":
INFORMATION PRIVACY POLICY

Exhibit E, entitled "Information Privacy Policy," is hereby attached, totaling 8 pages.

CITY OF PALO ALTO

INFORMATION PRIVACY POLICY

POLICY STATEMENT

The City of Palo Alto (the "City") strives to promote and sustain a superior quality of life for persons in Palo Alto. In promoting the quality of life of these persons, it is the policy of the City, consistent with the provisions of the California Public Records Act, California Government Code §§ 6250 – 6270, to take appropriate measures to safeguard the security and privacy of the personal (including, without limitation, financial) information of persons, collected in the ordinary course and scope of conducting the City's business as a local government agency. These measures are generally observed by federal, state and local authorities and reflected in federal and California laws, the City's rules and regulations, and industry best practices, including, without limitation, the provisions of California Civil Code §§ 1798.3(a), 1798.24, 1798.79.8(b), 1798.80(e), 1798.81.5, 1798.82(e), 1798.83(e)(7), and 1798.92(c). Though some of these provisions do not apply to local government agencies like the City, the City will conduct business in a manner which promotes the privacy of personal information, as reflected in federal and California laws. The objective of this Policy is to describe the City's data security goals and objectives, to ensure the ongoing protection of the Personal Information, Personally Identifiable Information, Protected Critical Infrastructure Information and Personally Identifying Information of persons doing business with the City and receiving services from the City or a third party under contract to the City to provide services. The terms "Personal Information," "Protected Critical Infrastructure Information", "Personally Identifiable Information" and "Personally Identifying Information" (collectively, the "Information") are defined in the California Civil Code sections, referred to above, and are incorporated in this Policy by reference.

PURPOSE

The City, acting in its governmental and proprietary capacities, collects the Information pertaining to persons who do business with or receive services from the City. The Information is collected by a variety of means, including, without limitation, from persons applying to receive services provided by the City, persons accessing the City's website, and persons who access other information portals maintained by the City's staff and/or authorized third-party contractors. The City is committed to protecting the privacy and security of the Information collected by the City. The City acknowledges federal and California laws, policies, rules, regulations and procedures, and industry best practices are dedicated to ensuring the Information is collected, stored and utilized in compliance with applicable laws.

The goals and objectives of the Policy are: (a) a safe, productive, and inoffensive work environment for all users having access to the City's applications and databases; (b) the appropriate maintenance and security of database information assets owned by, or entrusted to, the City; (c) the controlled access and security of the Information provided to the City's staff and third party contractors; and (d) faithful compliance with legal and regulatory requirements.

SCOPE

The Policy will guide the City's staff and, indirectly, third party contractors, which are by contract required to protect the confidentiality and privacy of the Information of the persons whose personal information data are intended to be covered by the Policy and which will be advised by City staff to conform their performances to the Policy should they enjoy conditional access to that information.

CONSEQUENCES

The City's employees shall comply with the Policy in the execution of their official duties to the extent their work implicates access to the Information referred to in this Policy. A failure to comply may result in employment and/or legal consequences.

EXCEPTIONS

In the event that a City employee cannot fully comply with one or more element(s) described in this Policy, the employee may request an exception by submitting Security Exception Request. The exception request will be reviewed and administered by the City's Information Security Manager (the "ISM"). The employee, with the approval of his or her supervisor, will provide any additional information as may be requested by the ISM. The ISM will conduct a risk assessment of the requested exception in accordance with guidelines approved by the City's Chief Information Officer ("CIO") and approved as to form by the City Attorney. The Policy's guidelines will include at a minimum: purpose, source, collection, storage, access, retention, usage, and protection of the Information identified in the request. The ISM will consult with the CIO to approve or deny the exception request. After due consideration is given to the request, the exception request disposition will be communicated, in writing, to the City employee and his or her supervisor. The approval of any request may be subject to countermeasures established by the CIO, acting by the ISM.

MUNICIPAL ORDINANCE

This Policy will supersede any City policy, rule, regulation or procedure regarding information privacy.

RESPONSIBILITIES OF CITY STAFF

A. RESPONSIBILITY OF CIO AND ISM

The CIO, acting by the ISM, will establish an information security management framework to initiate and coordinate the implementation of information security measures by the City's government.

The City's employees, in particular, software application users and database users, and, indirectly, third party contractors under contract to the City to provide services, shall by guided by this Policy in the performance of their job responsibilities.

The ISM will be responsible for: (a) developing and updating the Policy, (b) enforcing compliance with and the effectiveness of the Policy; (c) the development of privacy standards that will manifest the Policy in detailed, auditable technical requirements, which will be designed and maintained by the persons responsible for the City's IT environments; (d) assisting the City's staff in evaluating security and privacy incidents that arise in regard to potential violations of the Policy; (e) reviewing and approving department-specific policies and procedures which fall under the purview of this Policy; and (f) reviewing Non-Disclosure Agreements (NDAs) signed by third party contractors, which will provide services, including, without limitation, local or 'cloud-based' software services to the City.

B. RESPONSIBILITY OF INFORMATION SECURITY STEERING COMMITTEE

The Information Security Steering Committee (the "ISSC"), which is comprised of the City's employees, drawn from the various City departments, will provide the primary direction, prioritization and approval for all information security efforts, including key information security and privacy risks, programs, initiatives and activities. The ISSC will provide input to the information security and privacy strategic planning processes to ensure that information security risks are adequately considered, assessed and addressed at the appropriate City department level.

C. RESPONSIBILITY OF USERS

All authorized users of the Information will be responsible for complying with information privacy processes and technologies within the scope of responsibility of each user.

D. RESPONSIBILITY OF INFORMATION TECHNOLOGY (IT) MANAGERS

The City's IT Managers, who are responsible for internal, external, direct and indirect connections to the City's networks, will be responsible for configuring, maintaining and securing the City's IT networks in compliance with the City's information security and privacy policies. They are also responsible for timely internal reporting of events that may have compromised network, system or data security.

E. RESPONSIBILITY OF AUTHORIZATION COORDINATION

The ISM will ensure that the City's employees secure the execution of Non-Disclosure Agreements (NDA), whenever access to the Information will be granted to third party contractors, in conjunction with the Software as a Service (SaaS) Security and Privacy Terms and Conditions. An NDA must be executed prior to the sharing of the Information of persons covered by this Policy with third party contractors. The City's approach to managing information security and its implementation (i.e. objectives, policies, processes, and procedures for information security) will be reviewed independently by the ISM at planned intervals, or whenever significant changes to security implementation have occurred.

The CIO, acting by the ISM, will review and recommend changes to the Policy annually, or as appropriate, commencing from the date of its adoption.

GENERAL PROCEDURE FOR INFORMATION PRIVACY

A. OVERVIEW

The Policy applies to activities that involve the use of the City's information assets, namely, the Information of persons doing business with the City or receiving services from the City, which are owned by, or entrusted to, the City and will be made available to the City's employees and third party contractors under contract to the City to provide Software as a Service consulting services. These activities include, without limitation, accessing the Internet, using e-mail, accessing the City's intranet or other networks, systems, or devices.

The term "information assets" also includes the personal information of the City's employees and any other related organizations while those assets are under the City's control. Security measures will be designed, implemented, and maintained to ensure that only authorized persons will enjoy access to the information assets. The City's staff will act to protect its information assets from theft, damage, loss, compromise, and inappropriate disclosure or alteration. The City will plan, design, implement and maintain information management systems, networks and processes in order to assure the appropriate confidentiality, integrity, and availability of its information assets to the City's employees and authorized third parties.

B. PERSONAL INFORMATION AND CHOICE

Except as permitted or provided by applicable laws, the City will not share the Information of any person doing business with the City, or receiving services from the City, in violation of this Policy, unless that person has consented to the City's sharing of such information during the conduct of the City's business as a local government agency with third parties under contract to the City to provide services.

C.   METHODS OF COLLECTION OF PERSONAL INFORMATION

The City may gather the Information from a variety of sources and resources, provided that the collection of such information is both necessary and appropriate in order for the City to conduct business as a local government agency in its governmental and proprietary capacities. That information may be gathered at service windows and contact centers as well as at web sites, by mobile applications, and with other technologies, wherever the City may interact with persons who need to share such formation in order to secure the City's services.

The City's staff will inform the persons whose Information are covered by this Policy that the City's web site may use "cookies" to customize the browsing experience with the City of Palo Alto web site. The City will note that a cookie contains unique information that a web site can use to track, among others, the Internet Protocol address of the computer used to access the City's web sites, the identification of the browser software and operating systems used, the date and time a user accessed the site, and the Internet address of the website from which the user linked to the City's web sites. Cookies created on the user's computer by using the City's web site do not contain the Information, and thus do not compromise the user's privacy or security. Users can refuse the cookies or delete the cookie files from their computers by using any of the widely available methods. If the user chooses not to accept a cookie on his or her computer, it will not prevent or prohibit the user from gaining access to or using the City's sites.

D.   UTILITIES SERVICE

In the provision of utility services to persons located within Palo Alto, the City of Palo Alto Utilities Department ("CPAU") will collect the Information in order to initiate and manage utility services to customers. To the extent the management of that information is not specifically addressed in the Utilities Rules and Regulations or other ordinances, rules, regulations or procedures, this Policy will apply; provided, however, any such Rules and Regulations must conform to this Policy, unless otherwise directed or approved by the Council. This includes the sharing of CPAU-collected Information with other City departments except as may be required by law.

Businesses and residents with standard utility meters and/or having non-metered monthly services will have secure access through a CPAU website to their Information, including, without limitation, their monthly utility usage and billing data. In addition to their regular monthly utilities billing, businesses and residents with non-standard or experimental electric, water or natural gas meters may have their usage and/or billing data provided to them through non-City electronic portals at different intervals than with the standard monthly billing.

Businesses and residents with such non-standard or experimental metering will have their Information covered by the same privacy protections and personal information exchange rules applicable to Information under applicable federal and California laws.

E. PUBLIC DISCLOSURE

The Information that is collected by the City in the ordinary course and scope of conducting its business could be incorporated in a public record that may be subject to inspection and copying by the public, unless such information is exempt from disclosure to the public by California law.

F. ACCESS TO PERSONAL INFORMATION

The City will take reasonable steps to verify a person's identity before the City will grant anyone online access to that person's Information. Each City department that collects Information will afford access to affected persons who can review and update that information at reasonable times.

G. SECURITY, CONFIDENTIALITY AND NON-DISCLOSURE

Except as otherwise provided by applicable law or this Policy, the City will treat the Information of persons covered by this Policy as confidential and will not disclose it, or permit it to be disclosed, to third parties without the express written consent of the person affected. The City will develop and maintain reasonable controls that are designed to protect the confidentiality and security of the Information of persons covered by this Policy.

The City may authorize the City's employee and or third party contractors to access and/or use the Information of persons who do business with the City or receive services from the City. In those instances, the City will require the City's employee and/or the third party contractors to agree to use such Information only in furtherance of City-related business and in accordance with the Policy.

If the City becomes aware of a breach, or has reasonable grounds to believe that a security breach has occurred, with respect to the Information of a person, the City will notify the affected person of such breach in accordance with applicable laws. The notice of breach will include the date(s) or estimated date(s) of the known or suspected breach, the nature of the Information that is the subject of the breach, and the proposed action to be taken or the responsive action taken by the City.

H. DATA RETENTION / INFORMATION RETENTION

The City will store and secure all Information for a period of time as may be required by law, or if no period is established by law, for seven (7) years, and thereafter such information will be scheduled for destruction.

I.   SOFTWARE AS A SERVICE (SAAS) OVERSIGHT

The City may engage third party contractors and vendors to provide software application and database services, commonly known as Software-as-a-Service (SaaS).

In order to assure the privacy and security of the Information of those who do business with the City and those who received services from the City, as a condition of selling goods and/or services to the City, the SaaS services provider and its subcontractors, if any, including any IT infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, while it performs such services and/or furnishes goods to the City, to the extent any scope of work or services implicates the confidentiality and privacy of the Information.

These requirements include information security directives pertaining to: (a) the IT infrastructure, by which the services are provided to the City, including connection to the City's IT systems; (b) the SaaS services provider's operations and maintenance processes needed to support the IT environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. The term "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

Prior to entering into an agreement to provide services to the City, the City's staff will require the SaaS services provider to complete and submit an Information Security and Privacy Questionnaire. In the event that the SaaS services provider reasonably determines that it cannot fulfill the information security requirements during the course of providing services, the City will require the SaaS services provider to promptly inform the ISM.

J.   FAIR AND ACCURATE CREDIT TRANSACTION ACT OF 2003

CPAU will require utility customers to provide their Information in order for the City to initiate and manage utility services to them.

Federal regulations, implementing the Fair and Accurate Credit Transactions Act of 2003 (Public Law 108-159), including the Red Flag Rules, require that CPAU, as a "covered financial institution or creditor" which provides services in advance of payment and which can affect consumer credit, develop and implement procedures for an identity theft program for new and existing accounts to detect, prevent, respond and mitigate potential identity theft of its customers' Information.
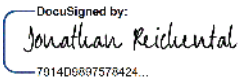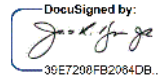
CPAU procedures for potential identity theft will be reviewed independently by the ISM annually or whenever significant changes to security implementation have occurred. The ISM will recommend changes to CPAU identity theft procedures, or as appropriate, so as to conform to this Policy.

There are California laws which are applicable to identity theft; they are set forth in California Civil Code § 1798.92.

NOTE: Questions regarding this policy should be referred to the Information Technology Department, as appropriate.

Recommended:
DocuSigned by:
Jonathan Reichental
7014D9607578424...
Director Information Technology/CIO

12/5/2017
Date

Approved:
DocuSigned by:
39E7208FB2064DB...
City Manager

12/13/2017
Date

EXHIBIT "F':
VENDOR CYBER SECURITY TERMS AND CONDITIONS

Exhibit F, entitled "Vendor Cyber Security Terms and Conditions," is hereby attached, totaling 3 pages.

CITY OF
PALO ALTO

City of Palo Alto
Information Security
Document Version: V2.7
Doc: InfoSec 110

EXHIBIT F

VENDOR CYBERSECURITY TERMS AND CONDITIONS

This Exhibit shall be made a part of the City of Palo Alto's Professional Services Agreement or any other contract entered into by and between the City of Palo Alto (the "City") and OpenCities, Inc. (the "Consultant") for the provision of Software as a Service services to the City (the "Agreement").

In order to assure the privacy and security of the personal information of the City's customers and people who do business with the City, including, without limitation, vendors, utility customers, library patrons and other individuals and businesses, who are required to share such information with the City, as a condition of receiving services from the City or selling goods and services to the City, including, without limitation, the Software as a Service services provider (the "Consultant") and its subcontractors, if any, including, without limitation, any Information Technology ("IT") infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, described below, while it renders and performs the Services and furnishes goods, if any, described in the Statement of Work, Exhibit B, to the extent any scope of work implicates the confidentiality and privacy of the personal information of the City's customers. The Consultant shall fulfill the data and information security requirements (the "Requirements") set forth in Part A below.

A "secure IT environment" includes: (a) the IT infrastructure, by which the Services are provided to the City, including connection to the City's IT systems; (b) the Consultant's operations and maintenance processes needed to support the environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

In the event that, after the Effective Date, the Consultant reasonably determines that it cannot fulfill the Requirements, the Consultant shall promptly inform the City of its determination and submit, in writing, one or more alternate countermeasure options to the Requirements (the "Alternate Requirements" as set forth in Part B), which may be accepted or rejected in the reasonable satisfaction of the Information Security Manager (the "ISM").

Part A.   Requirements:

The Consultant shall at all times during the term of any contract between the City and the Consultant:

(a) Appoint or designate an employee, preferably an executive officer, as the security liaison to the City with respect to the Services to be performed under this Agreement.
(b) Comply with the City's Information Privacy Policy:

(c) Have adopted and implemented information security and privacy policies that are documented, are accessible to the City and conform to ISO 27001/2 – Information Security Management Systems (ISMS) Standards. See the following:
http://www.iso.org/iso/home/store/catalogue_tc/catalogue_detail.htm?csnumber=42103
http://www.iso.org/iso/iso_catalogue/catalogue_tc/catalogue_detail.htm?csnumber=50297

(d) Conduct routine data and information security compliance training of its personnel that is appropriate to their role.

(e) Develop and maintain detailed documentation of the IT infrastructure, including software versions and patch levels.

(f) Develop an independently verifiable process, consistent with industry standards, for performing professional and criminal background checks of its employees that (1) would permit verification of employees' personal identity and employment status, and (2) would enable the immediate denial of access to the City's confidential data and information by any of its employees who no longer would require access to that information or who are terminated.

(g) Provide a list of IT infrastructure components in order to verify whether the Consultant has met or has failed to meet any objective terms and conditions.

(h) Implement access accountability (identification and authentication) architecture and support role-based access control ("RBAC") and segregation of duties ("SoD") mechanisms for all personnel, systems, and software used to provide the Services. "RBAC" refers to a computer systems security approach to restricting access only to authorized users. "SoD" is an approach that would require more than one individual to complete a security task in order to promote the detection and prevention of fraud and errors.

(i) Assist the City in undertaking annually an assessment to assure that: (1) all elements of the Services' environment design and deployment are known to the City, and (2) it has implemented measures in accordance with industry best practices applicable to secure coding and secure IT architecture.

(j) Provide and maintain secure intersystem communication paths that would ensure the confidentiality, integrity, and availability of the City's information.

(k) Deploy and maintain IT system upgrades, patches and configurations conforming to current patch and/or release levels by not later than one (1) week after its date of release. Emergency security patches must be installed within 24 hours after its date of release.

(l) Provide for the timely detection of, response to, and the reporting of security incidents, including on-going incident monitoring with logging.

(m) Notify the City within one (1) hour of detecting a security incident that results in the unauthorized access to or the misuse of the City's confidential data and information.

(n) Inform the City that any third party service provider(s) meet(s) all of the Requirements.

(o) Perform security self-audits on a regular basis and not less frequently than on a quarterly basis, and provide the required summary reports of those self-audits to the ISM on the annual anniversary date or any other date agreed to by the Parties.

(p) Accommodate, as practicable, and upon reasonable prior notice by the City, the City's performance of random site security audits at the Consultant's site(s), including the site(s) of a third party service provider(s), as applicable. The scope of these audits will extend to the Consultant's and its third party service provider(s)' awareness of security policies and

practices, systems configurations, access authentication and authorization, and incident detection and response.

(q) Cooperate with the City to ensure that to the extent required by applicable laws, rules and regulations, the Confidential Information will be accessible only by the Consultant and any authorized third party service provider's personnel.

(r) Perform regular, reliable secured backups of all data needed to maximize the availability of the Services.

(s) Maintain records relating to the Services for a period of three (3) years after the expiration or earlier termination of this Agreement and in a mutually agreeable storage medium. Within thirty (30) days after the effective date of expiration or earlier termination of this Agreement, all of those records relating to the performance of the Services shall be provided to the ISM.

(t) Maintain the Confidential Information in accordance with applicable federal, state and local data and information privacy laws, rules, and regulations.

(u) Encrypt the Confidential Information before delivering the same by electronic mail to the City and or any authorized recipient.

(v) Unless otherwise addressed in the Agreement, shall not hold the City liable for any direct, indirect or punitive damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the City's IT environment, including, without limitation, IT infrastructure communications.

Part B.   Alternate Requirements: Not Applicable

EXHIBIT "G':
SERVICE LEVEL AGREEMENT AND CONTACT INFORMATION

Issue Severity Level and Measure/Guide	Resolution Process and Contact Information	Resolution Target
Priority 1 – Downtime (City public facing website or critical intranet is experiencing Downtime)	• Reportable 24 x 7 via Telephone – (877-466-7756 – Extension 3) • Acknowledgement and assignment of the problem for resolution within an hour.	Within 4 hours.
Priority 2 – Urgent (Important publishing functionality fails to work as intended, and there is no work-around available - you cannot publish content to the site).	• Reportable 24 x 7 via Online helpdesk, or • Telephone during business hours (7x6 PT). (877-466-7756 – Extension 2) • Acknowledgement and assignment of the problem for resolution within one business day.	Provide a workaround to the problem or release a Version Update to fix the problem by close of next business day.
Priority 3 – High (Important publishing functionality fails to work as intended, but workarounds are available)	• Reportable 24 x 7 via Online helpdesk. help.opencities.com • Acknowledgement and assignment of the problem for resolution within one business day.	Scheduled or next Version Update.
Priority 4 – Normal (Functionality is not working as intended)	• Reportable 24 x 7 via Online helpdesk. help.opencities.com • Acknowledgement and assignment of the problem for resolution within 3 business days	Within specified Version Update.