AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
PUBLICSTUFF, INC

This agreement for the performance of services ("Agreement") is made and entered into on this
_12th_ day of _December_, 2014, ("Effective Date") by and between PublicStuff, Inc., a
Delaware corporation, with its principal place of business located at 214 West 29th Street, Suite
205, New York, NY 10001 ("Contractor"), and the City of Santa Clara, California, a chartered
California municipal corporation with its primary business address at 1500 Warburton Avenue,
Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a
"Party" or collectively as the "Parties" or the "Parties to this Agreement."

Terms and Conditions for Contractor Services

These terms and conditions for services ("Agreement") and one or more written orders ("Order
Schedules") govern use of our services.

Contractor provides a tool that City can use to understand issues surfaced by users of the
Contractor applications in respect of City. By subscribing to the Contractor Services, Contractor
allows City to interact directly with individuals in City location by providing such individuals
with tools and applications to report issues, concerns or problems to City for efficient resolution.
The Contractor Services are made available to City through a password-protected hosted
interface and dashboard provided by Contractor.

This Agreement was last updated on February 27, 2013.

This Agreement and the applicable Order Schedules (incorporated herein by reference) are
effective between City and Contractor as of the date that City accept these Terms and Conditions.

1.   DEFINITIONS

"Implementation Services" means services provided to City to integrate and implement the
Contractor Services, as may be mutually agreed upon by the parties.

"Platform" means all ideas, concepts, inventions, systems, platforms, software, dashboards,
interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms, know-
how, trade secrets and other technologies, implementations and information that are used by
Contractor in providing the Contractor Services.

"Contractor Data" means all data and information created, received, processed or provided by
Contractor in performing the Contractor Services, or that result from performance of the
Contractor Services.

"Contractor Services" means, collectively, the interface and dashboard hosted by Contractor and provided to City from time to time, the Contractor Data, the Platform, the Implementation Services and the documentation. The Contractor Services include any change, improvement, extension or other new version thereof that is developed or otherwise made available to City.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Contractor Services, and are identified as third-party applications.

"User Guide" means the online user guide for the Services, accessible via login at accounts.publicstuff.com as updated from time to time.

"Users" means individuals who are authorized by City to use the Contractor Services and who have been supplied user identifications and passwords by City (or by Contractor at City request). Users may include but are not limited to City employees, consultants, contractors and agents.

"City" means the Municipality or other legal or governmental entity accepting this Agreement.

"City Data" means all electronic data or information submitted by City to the Contractor Services.

2. CONTRACTOR SERVICES

2.1   Order Schedules. These Terms and Conditions will be implemented through one or more written orders that reference this Agreement and contain such other information as City contact information, the Contractor Services to be accessed, any third-party applications to be accessed, subscription fees, implementation services, the term and agreed-upon termination provisions. Any change to the terms of this Agreement within an Order Schedule will apply only to the Contractor Service described therein. Contractor may provide the Contractor Services directly, or indirectly using contractors or other third party vendors or service providers. Contractor agrees that it shall be fully responsible for performance of Contractor Services for City by any such third party contractors, vendors or service providers.

2.2   Contractor Services. Subject to these terms and conditions and the Order Schedules, Contractor will use commercially reasonable efforts to operate and host the Platform in connection with making the Contractor Services available to Customer in accordance with the service levels which can be accessed on our website at http://www.publicstuff.com/terms as amended, from time to time. Contractor reserves the right to modify the Contractor Services (in whole or in part) at any time, provided that Contractor will not materially reduce the functionality of the Contractor Services.

2.3   Analytics. Contractor hereby grants City all necessary rights to access and analyze Contractor Data, solely via the Contractor Services during the term defined in the applicable Order Schedule.

2.4   Third-Party Products and Services. Contractor may offer Third-Party Applications for sale under Order Schedules. Any other acquisition by City of Third-Party Applications, and any

exchange of data between City and any third-party provider, is solely between City and the applicable third-party provider. Contractor does not warrant or support third-party products or services, except as specified in an Order Schedule. No purchase of third-party products or services is required to use the Contractor Services.

2.5. Third-Party Applications and Customer Content. If City installs or enable Third-Party Applications for use with the Contractor Services, City acknowledges that Contractor may allow providers of those Third-Party Applications to access City content as required for the interoperation of such Third-Party Applications with the Contractor Services. Contractor shall not be responsible for any disclosure, modification or deletion of City content resulting from any such access by Third-Party Application providers.

2.6 Availability of Third Party Applications. Contractor Service features that interoperate with Third Party Applications depend on the continuing availability of such Third Party Applications. If such Third Party Applications cease to be available on reasonable terms for inclusion in the Contractor Services, Contractor may cease providing such Third Party Applications without entitling City to any refund, credit, or other compensation.

2.7 Support. Contractor will use commercially reasonable efforts to provide City with the necessary technical support and updates for the Contractor Services.

2.8 Limitations. Contractor will not be responsible or liable for any failure in the Contractor Services resulting from or attributable to (a) usage in excess of the usage for which City have ordered pursuant to an applicable Order Schedule, (b) failures in any telecommunications, network or other service or equipment that are not within Contractor's reasonable control, (c) City negligence, acts or omissions, (d) any force majeure or other cause beyond Contractor's reasonable control, or (e) unauthorized access, breach of firewalls or other hacking by third parties, except to the extent such access, breach or hacking is caused by Contractor's negligence or willful misconduct.

2.9 Privacy. Contractor shall collect, process and store personally identifiable information in accordance with Contractor's privacy policy located at http://www.publicstuff.com/privacy.

2.10 User Subscriptions. Unless otherwise specified in the applicable Order Confirmation, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users.

3. FEES AND PAYMENTS

3.1   Fees.   City agree to pay Contractor all fees and expenses in the amounts and at the times specified in the applicable Order Schedule.

3.2   Payment Terms. Unless specified otherwise or subject to a good faith dispute, all amounts due hereunder shall be paid in full (without deduction, set-off or counterclaim) within 45 days after City receipt of invoice in US dollars at Contractor's address or to an account specified by Contractor.

3.3.   Overdue Charges. If any charges are not received from City by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Confirmations on payment terms shorter than those specified above.

3.4.   Suspension of Service and Acceleration. If any amount owing by City under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate City unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to City until such amounts are paid in full.

4.   PROPRIETARY RIGHTS

3.1   Contractor Services. Except for the limited rights and licenses expressly granted to City hereunder, no other license is granted, no other use is permitted and Contractor (and its licensors) shall retain all rights, title and interests (including all intellectual property and proprietary rights) in and to the Contractor Services.

3.2   Customer Content. City shall own all rights in all content and data created or provided by City, subject to the rights and licenses granted herein. During the term of this Agreement, City hereby grant Contractor and its successors a worldwide royalty free, nonexclusive, sublicensable right and license to exploit and use City content in connection with the provision or exploitation of the Contractor Services.

3.3   Restrictions. Except as expressly permitted in this Agreement, City shall not directly or indirectly (a) use any of Contractor's Confidential Information (as defined herein) to create any service, software, documentation or data that is similar to any aspect of the Contractor Services, provided that the foregoing does not prohibit independent development of similar functionality by City or third parties, (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Platform, or the underlying ideas, algorithms or trade secrets therein, (c) encumber, sublicense, transfer, rent, lease, time-share or use the Contractor Services in any service bureau arrangement or otherwise for the benefit of any third party, (d) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Contractor Services, (e) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export

control or other laws and regulations of the United States or any other relevant jurisdiction or (f) permit any third party to engage in any of the foregoing proscribed acts.

5.   CONFIDENTIALITY

Each party agrees that the business, technical and financial information, that is designated in writing as confidential, or is disclosed in a manner that a reasonable person would understand the confidentiality of the information disclosed, shall be the confidential property of the disclosing party and its licensors ("Confidential Information"). Confidential Information does not include information that (a) is previously rightfully known to the receiving party without restriction on disclosure, (b) is or becomes known to the general public, through no act or omission on the part of the receiving party, (c) is disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation, or (d) is independently developed by the receiving party. Except as expressly and unambiguously allowed herein, or required by law, the receiving party will hold in confidence and not use or disclose any Confidential Information and shall similarly bind its employees, consultants, and independent contractors. Upon the expiration or termination of this Agreement, all of the Confidential Information (including any copies) will be returned to the disclosing party, and receiving party will make no further use of such materials. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor.

6.   LIMITED WARRANTY AND DISCLAIMERS

6.1   General. Each party represents and warrants that: (a) it is a duly organized and validly existing under the laws of the jurisdiction in which it is organized; (b) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement and to perform its obligations hereunder; (c) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (d) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.

6.2   Contractor. Contractor warrants to Customer that (i) the Contractor Services will be provided in a professional and workmanlike manner; (ii) the Contractor Services will perform in accordance with the documentation in all material respects; (iii) the Contractor Services as delivered by Contractor do not contain any Trojan horses, worms, or undocumented disabling devices; and (iv) Contractor scans the Contractor Services and the hosted environment for known viruses using industry standard virus detection techniques.

6.3   Disclaimers. CONTRACTOR DOES NOT WARRANT THAT THE CONTRACTOR SERVICES WILL MEET CITY REQUIREMENTS OR RESULT IN ANY OUTCOME, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE CONTRACTOR SERVICES

INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. INDEMNIFICATION

7.1 Infringement. Except as provided below, Contractor agrees to (a) defend City against any claim by a third party that the Contractor Service infringes a valid US patent (issued as of the Effective Date), or any copyright or trade secret, of such third party and (b) indemnify City for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such claim. If any Contractor Service becomes or, in Contractor's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, Contractor may, at its option (i) obtain for City the right to continue using the Contractor Service or (ii) replace or modify the Contractor Service so that it becomes non-infringing without substantially compromising its principal functions. If (i) and (ii) are not reasonably available to Contractor then it may (iii) terminate this Agreement upon written notice to City and refund to City any Contractor Service fees that were pre-paid for the then current term, pro-rated for the remainder thereof.

7.2 Exclusions. Contractor shall have no liability or obligation hereunder with respect to any claim based upon (a) use of any Contractor Service in an application or environment or on a platform or with devices for which it was not designed or contemplated, (b) modifications, alterations, combinations or enhancements of the Contractor Service not created by or for Contractor (c) any of City content, (d) any portion of the Contractor Service that implements City requirements, (e) City continuing allegedly infringing activity after being notified thereof or its continuing use of any version after being provided modifications that would have avoided the alleged infringement or (f) any intellectual property right in which City or any of its affiliates has an interest.

7.3 Procedures. Any claim for indemnification hereunder requires that (a) the indemnified party provides prompt written notice of the claim and reasonable cooperation, information, and assistance in connection therewith, and (b) the indemnifying party shall have sole control and authority to defend, settle or compromise such claim. The indemnifying party shall not make any settlement that requires a materially adverse act or admission by the indemnified party without the indemnified party's written consent (such consent not to be unreasonably delayed, conditioned or withheld). The indemnifying party shall not be liable for any settlement made without its prior written consent.

7.4 Entire Liability. The foregoing states the entire liability of Contractor and City exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by the Contractor Services, any part thereof or its use or operation.

8. LIMITATION OF LIABILITY

EXCEPT FOR ANY BREACH OF SECTION 5 (CONFIDENTIALITY), INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7 OR A PARTY"S GROSS NEGLIGENCE OR WILFULL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE CONCERNING THE SUBJECT MATTER OF THESE TERMS AND CONDTIONS OR ANY ORDER SCHEDULE, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHEREWISE), FOR ANY (A) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL OR (C) DAMAGES IN THE AGGREGATE, IN EXCESS OF THE AMOUNT PAID TO IT (IN THE CASE OF CONTRACTOR) OR PAID AND PAYABLE BY IT (IN THE CASE OF CITY) HEREUNDER DURING THE PREVIOUS 12 MONTHS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. TERM AND TERMINATION

9.1   Term. These Terms and Conditions and each applicable Order Schedule shall commence upon City acceptance of the Terms and Conditions and each Order Schedule and shall continue in effect until terminated in accordance with the Order Schedule.

9.2   Termination. This Agreement may be terminated (in whole, or in respect of any Order Schedule) by a party (a) if the other party materially breaches a provision of these Terms and Conditions or the applicable Order Schedule and fails to cure such breach within 30 days (10 days in the case of non-payment) after receiving written notice of such breach from the non-breaching party or (b) as otherwise set forth in the Order Schedule.

9.3   Effects of Termination. Upon any expiration or termination of any Order Schedule or the termination of these Terms and Conditions, all corresponding rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive and (b) the provisions of Sections 3 (Fees and Payments), 4 (Proprietary Rights), 5 (Confidentiality), 6 (Limited Warranty and Disclaimers), 7 (Indemnification), 8 (Limitation of Liability), 10 (General Provisions) and this Section 9.3 shall survive.

10. GENERAL PROVISIONS

10.1   Entire Agreement. These Terms and Conditions (including the Order Schedules) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter of these Terms and Conditions (and all past dealing or industry custom). Any inconsistent or additional terms on any related writing or similar form, even if signed by the parties hereafter, shall have no effect under these Terms & Conditions. Contractor reserves the right to change these Terms and Conditions from time to time upon written notice to City. The failure of either party to enforce its rights under these Terms and Conditions at any time for any period will not be construed as a

waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of these Terms and Conditions is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that these Terms and Conditions will otherwise remain in full force and effect and enforceable.

10.2   Prevailing Party. In any action or proceeding to enforce these Terms and Conditions, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

10.3   Remedies. Except as specifically provided otherwise herein, each right and remedy in these Terms and Conditions is in addition to any other right or remedy, at law or in equity. Each party agrees that, in the event of any breach or threatened breach of Section 4 or 5, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

10.4   Notices. All notices under these Terms and Conditions will be in writing, in English and delivered to the parties at their respective addresses stated herein or at such other address designated by written notice. Notices will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile; the day after being sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.

10.5   Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under these Terms and Conditions and Order Schedule(s) (except payment obligations) due to any cause beyond its reasonable control, the affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

10.6   Publicity. Neither party shall use the other party's trademarks, trade names or make any public statements concerning the relationship between the parties without the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, City hereby grant to Contractor the right to use, reproduce and publish, City name, trademarks, service marks, brand names and brand marks in connection with advertising, marketing and sales.

10.7   Assignment. These Terms and Conditions and the rights and obligations hereunder may not be assigned, in whole or in part, by either party without the other party's written consent, not to be unreasonably withheld, conditioned or delayed. However, without consent, either party may assign their rights and obligations hereunder to any successor to all or substantially all of its business (whether by sale of assets or equity, merger, consolidation or otherwise). These Terms and Conditions shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

10.8   Independent Contractors. The parties shall be independent contractors, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

10.9   Anti-Corruption. City have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Contractor employees or agents in connection with these Terms and Conditions. If City learns of any violation of the above restriction, City agree to contact us immediately.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

_____
RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

_____
ROD DIRIDON, JR.
City Clerk

_____
JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

PUBLICSTUFF, INC
A DELAWARE CORPORATION

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Vincent Polidoro

Title: CTO

Local Address: 214 W. 29th St., suite 205

_____

Telephone: (347) 442-7227

Fax: (347) 650-3552

"CONTRACTOR"

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
PUBLICSTUFF, INC

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for City by the Contractor, Inc. under this Agreement are more fully described below and in the Contractor's proposal and follow up document entitled, "RFP for Professional Services: Mobile/Smartphone Application City of Santa Clara" dated August 8, 2014, and "City of Santa Clara, CA PublicStuff CRM and Mobile Applications for Citizen Engagement and Request Reporting" dated September 24, 2014, which are attached to this Exhibit A.

DATE	WORK DELIVERABLE	TEAM MEMBERS
Week 1	**Kick-Off** – Coordinate and lead kick-off meeting **Review Timeline**	Contractor City
Week 2 - 3	**Administrator Training** – Administrator product training **Data Setup** – Determine service request types, users, departments, workflows, and widgets	Contractor City
	Custom Branding & Mobile – Contractor to build branded mobile applications with staff-provided graphics built to specifications	Contractor City
	Marketing – Marketing and promotion of new application to residents	Contractor City
Week 2 - 4	**Integration with Active Directory* and Lucity**** – Discuss, plan, build, and test integrations **Integration to City Website**	Contractor City
Week 2-5	**Testing and Modification** – Test and iterate on the system	Contractor City
Week 5	**Staff Training** – Train staff users in one onsite Contractor visit	Contractor City
Week 6	**Internal Soft Launch** – Use of system internally and modify system configuration, based on feedback	Contractor City
Week 6-12	**Marketing and Launch** – Prepare marketing and launch plan	Contractor City
Week 6-12	**Launch** – Prepare marketing and launch plan	City
Week 6-12	**Post Production Support**	Contractor City

*Active Directory Integration Requirements
1. City's LDAP system to allow secure third-party access
    a. Contractor only provides server IP for test and does not provide support for security setup
2. City agrees that users' LDAP username will be the same as Contractor username

DATE	WORK DELIVERABLE	TEAM MEMBERS
Week 1	Setup LDAP to allow secure third-party access	City
Week 2-3	Test access to LDAP server	Contractor City
Week 2-4	Import user account information	Contractor City
Week 2–5	Test	Contractor City

**Lucity Integration
Integration into Lucity requires activation of the Lucity API with Contractor plug-ins.

DATE	WORK DELIVERABLE	TEAM MEMBERS
Week 1-2	Activate Lucity API with Contractor plug-in	City
Week 2	Provide Lucity contact person, version number and documentation	City
Week 2-3	Open development and production servers to Contractor IP addresses	City
Week 2-3	Provide Endpoint URL for the API	Contractor City
Week 3	Verify access to endpoint and verify XML return	Contractor
Week 4	Map Lucity category and problem codes to Contractor service request types	Contractor City
Week 4-5	Configure integration	Contractor City
Week 2-5	Test	Contractor City

PUBLICSTUFF

RFP for Professional Services: **Mobile/Smartphone Application**

City of Santa Clara

Submitted: 8 August 2014

Stuart Grooby
Web Manager
City of Santa Clara
1500 Warburton Ave.
Santa Clara, CA 95050

Dear Mr. Grooby,

On behalf of the team at PublicStuff, I want to thank the City of Santa Clara for the opportunity to respond to the RFP for a Citizen Engagement Web Application. I am pleased to present the enclosed proposal to empower the City to enhance customer service and drive operational efficiency through the use of digital and interactive technologies, while promoting the new brand of the City. I look forward to the opportunity to discuss this proposal with you and your stakeholders as the process unfolds.
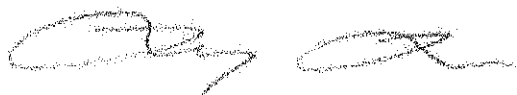
I am a principal representative of PublicStuff, Inc. and duly authorized to present offers, conduct negotiations, and enter into agreements. I hereby warrant that our firm is willing and able to perform the commitments contained in this proposal and comply with this RFP's contract requirements. Please feel free to contact me with any questions you may have.

As a former employee of several city agencies, I understand that choosing the right service provider is one of the most important factors for a successful ongoing partnership. Our team takes great pride in building cutting-edge solutions specifically for government organizations. Everything we build starts from conversations with our partner cities. City agencies and residents are at the core of our innovation process, and as such, we strive to partner with leaders in innovation, such as the City of Santa Clara.

Moreover, based on PublicStuff's current partnerships with other communities in California, including Palo Alto, Daly City and Redwood City, we have a proven ability to partner with communities to solve issues specific to Bay Area communities – such as graffiti, as well as managing traffic in the South Bay headed to the new stadium for 49ers' home games!

Thanks again for the opportunity to work with the City of Santa Clara. Please let me know if there is ever anything that I can do for you, throughout this process.

Sincerely,

Lily Liu,
Founder, PublicStuff, Inc.

Table of Contents

Chapter 1 – Proposal Summary

At PublicStuff, we view the opportunity to work with the City of Santa Clara as a truly unique opportunity to create a partnership that could serve as a national example of how to leverage technology to drive citizen engagement and effectively manage civic infrastructure. We look forward to engaging on a strategic level, both during the phased implementation process and on an ongoing basis thereafter, to determine how best to complement your current branding initiative, leverage your meaningful number of engaged e-notify users, and integrate with your promotion of the City as the new home of the San Francisco 49ers.

PublicStuff offers the City of Santa Clara a complete, turnkey, best-in-class solution that includes branded smartphone applications, a public-facing web portal, a private back-end CRM system for staff workflow (with administrative dashboards for city administrators), and an industry-leading approach to integration – all within the context of a single solution. The PublicStuff solution includes a flexible API that allows for integration into existing city applications. Additionally, the PublicStuff platform allows the City of Santa Clara the ability to seamlessly embed their unique content within the user experience of their mobile applications, as well as link to create widgets linking to videos, blogs, podcasts and other online content.

In its current release, the services bulleted below meet or exceed the requirements of the City of Santa Clara (including all "Desired" and "Nice to Have" features), as documented in the completed table from Appendix B at the end of this chapter.

- Dynamically Branded Mobile Apps: Mobile apps supported on Apple's iOS, Google's Android OS, Microsoft's Windows OS, and BlackBerry, readily available for download via their respective online App stores – supporting both phone and tablet device types.
- Public-facing Citizen Portal: The public-facing web portal is self-contained within a web iframe allowing it to be embedded on any website or social media sites the city wishes to make the service available. Additionally, web traffic landing at PublicStuff.com will route directly to the appropriate department and system within each respective city.
- Constituent Relationship Management solution: The cloud-based constituent relationship management (CRM) solution allows staff to analyze, prioritize, and respond efficiently to citizen requests. Administrative dashboards also provide map views and robust analytics for reporting and performance management.
- Simplified GIS: Integrated Google and ESRI GIS maps that display all service requests. Extensive filtering allows users to display only relevant information to spot trends and analyze data; each point can be clicked to get more information. The City of Frisco can easily load GIS map layers onto PublicStuff or enter their GIS Service map service URL.
- Dedicated Account Management for implementation, training, and continued support.

As a solution designed specifically for local governments, our system is designed to be flexible, secure, and simple to deploy. The application and database servers that support the system are hosted on RackSpace's cloud server networks, which provide a reliable, configurable, and most importantly, scalable environment. Daily backups of the entire system (including both the database content and the application information) are done using Amazon's Elastic Cloud hosting environment. All transmissions in and out of the system support SSL authentication and encryption to ensure that user and city data is secure and private. We combine this with a strict policy to only store sensitive data (such as password information) in a SHA encrypted format that is never accessible by anyone on or off the PublicStuff team.

The system is compatible on all mobile devices with an Internet connection, enabling workers in the field to have entire access to the request management system. No hardware is required by the City; the only software required is a currently-supported Internet browser.

Finally, based on our proven experience in working with local government, PublicStuff can contractually represent and warrant to our ability to take the City of Santa Clara live within each proposed phase within your desired timeframe.

Proven & Distinguishing Capabilities

Extreme Ease-of-Use: Ease-of-use is a core strength of the PublicStuff platform. The user interface for the CRM system is designed for use and comprehension by a maximum range of users with varied technical ability. The user experience is consistent with that of familiar everyday consumer websites like Facebook, Amazon, EBay, etc.

All PublicStuff applications are built around responsive design, which ensures optimal usability for all device types and form factors. The PublicStuff CRM Dashboard is also touch navigation optimized for use on tablets and mobile devices. Users can use the full dashboard under normal wireless or cell tower signal strengths. In areas with low wireless or weak cell tower signal strengths, City users can access a light dashboard to manage the caseload.

Private Requests and Positive Transparency: PublicStuff is uniquely focused on providing solutions that give our government clients complete flexibility and control. With PublicStuff, the City of Santa Clara has complete control and ownership around how the service is deployed and what is/is not made public. Many systems on the market either keep all requests hidden or force all requests to be public. PublicStuff takes a balanced approach in that citizens can still submit private requests when necessary and City Staff retains control over the ability to take requests out of public view when the content is inappropriate or offensive.

<u>PublicStuff Widget System:</u> PublicStuff was the first company in our space to offer a Widget system within a mobile citizen platform, allowing staff to create "apps within the app". This provides a scalable solution to meet future needs of different departments without having to procure additional single function apps.

This also allows citizens to access one single app that does it all, as opposed to downloading and engaging with multiple apps from the city. For example, one month after implementing their PublicStuff Philly311 app, Hurricane Sandy hit the City of Philadelphia. The City's 911 and 311 centers were overwhelmed with inbound calls seeking information and reporting downed trees. The City quickly put together a "Hurricane FAQ" Widget to direct citizens on the safest course of action, as well as a "Fallen Tree" category for citizens to report downed limbs with photos and the GPS coordinates, creating an actionable inventory of fallen trees to clear right after the storm.

<u>Push Notifications:</u> City staff can send notifications to any citizen using a smartphone. Any changes to the status of an update can be delivered to residents through push notification, informing them when city staff receive the request, begin work to fix the issue, and ultimately solve the issues – in real-time. This feature can also be used for emergency notifications – as Philadelphia did during Hurricane Sandy to broadcast important information to residents.

For Santa Clara, residents can receive traffic updates and suggested alternative routes on Sundays before and after home games!

<u>Static and Dynamic Translation:</u> PublicStuff is the only system on the market that offers dynamic language translation capabilities on the mobile applications to open up government communication to non-English speakers. This enables a resident to have their mobile device in another language, while having all static and dynamic content translated into their native language. Any information they submit will be sent over to staff in English and staff updates and comments will be automatically translated back into the residents' native language. Given the significant Asian and Hispanic communities living in Santa Clara, this capability is essential to ensuring that the City can adequately reach and serve your entire population.

Leading Citizen Engagement Tools

With PublicStuff, the City of Santa Clara will be able to customize the branding of their citizen engagement tools to match your unique brand. Service requests can be reported through the smart phone applications, submission form embedded on the city's website and social media pages managed by the city; moreover, these tools allow for updates to case status, social sharing of cases, and provides numerous other features that strengthen the communication between the public and the government.

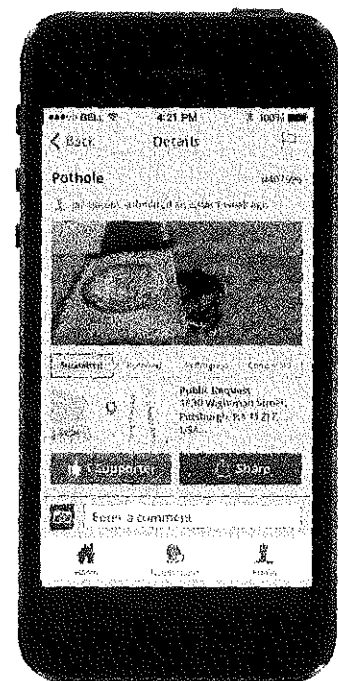## City of Santa Clara RFP, Mobile/Smartphone Application

PublicStuff supports iOS, Android, Blackberry (general), and Windows Mobile, and is 100% optimized for submissions not only from smartphone applications, but all resident communication channels: mobile browsers; SMS text submission; toll-free voice line for request submission (for extra, or after-hours, phone coverage); Facebook; Twitter (requests can be tweeted directly into the PublicStuff system); and desktop.

At a high-level, the PublicStuff mobile platform features include (but are not limited to):
- Photo and text submissions with file attachments
- Case type and tracking numbers for the service request and contact details for staff
- All customization and modifications are updated in real time
- Over 60 languages supported in the web portal
- Case status updates and social sharing of cases
- Custom fields, and the ability to make both private and public requests
- GPS auto geo-location
- Visual request location pin-pointing/modification on the map
- Saving draft requests
- List view of nearby requests
- Map view of nearby requests
- Filtering parameters
- "My Stuff" dashboard to view and manage my requests, comments, drafts, supported request, change profile, change preferences, etc.
- Civic Engagement Dashboard – customizable "widgets" to provide additional information and services to users directly on the city's app.

Additional Features

PublicStuff PRO enables staff to completely customize the workflow associated with managing service requests from residents. Workflow can be customized by request type with the ability to edit or remove components. Additionally, system administrators can easily modify and create new request types based on location or other criteria, with full configuration over: internal service levels (SLAs), including reminders and escalations notices; confirmation messages, either when a request status changes or a request is completed; the modification of custom data fields; workflow assignments; categories; duplication detection; custom automatic privacy settings; status notifications; and more.

Requests can be pre-configured as public, private (city-viewable only), or sensitive (viewable by specific department or even users). However, any request can be also be changed ad hoc, "on-the-fly" by city staff from public to private or sensitive (or visa versa), as needed. In short, the City has complete control, at all times, over all requests, as we believe this is essential in order for enable citizen engagement in a way that is truly collaborative and positive.

The requests tab in PublicStuff PRO allows staff to view all their assigned requests in one screen. Department heads and administrative users are able to see requests city-wide. The collapsible filters allow staff users to filter the data based on any data field, including department, request type, address, geographic region, custom fields, contact information, keywords, ticket number, priority level, status, overdue, image attachments, privacy setting and comments. Commonly used filters can be saved and easily accessed in the future through the drop down option.

Moreover, customer service teams can access longitudinal data on user submissions and activity, allowing staff the ability to manage the lifetime record of resident requests.

Each request submitted is assigned a unique tracking identification number; citizens will receive this number after submission and will be notified via email. They, as well as city staff, can then look up a service request by this tracking number. Citizens will also be notified during any activity change in the status of their request. Once a request has been closed, the requestor will be automatically notified and a customer survey will be generated and stored upon completion.

The request details page shows and archives all details around a request, including the original submission data to the notes, status, images, workflow and other attachments entered by staff. This page is where staff will update the status, priority level and update workflow steps.

Comments on a request can be marked viewable as private or public. The ability to make public comments to a resident can be locked to only authorized staff members. Built into the commenting section are "canned" responses for commonly used messages and the city's knowledge base system, which suggests potential articles for inclusion. PublicStuff PRO enables staff with institutional knowledge to customize the city's knowledge base system as needed. Additional options in the request details page include:

* Map view with street view and satelitte views
* Full audit change-log
* Additional file attachments which can include any file type except for .exe files
* Privacy settings (making a request public or private)
* Duplicate request consolidation
* Track back to 3rd party integration data

City of Santa Clara RFP, Mobile/Smartphone Application

PublicStuff offers an integrated knowledge base for frequently asked questions (FAQs). The knowledge base allows citizens to find answers to their issues before contacting the city. PublicStuff PRO allows staff to easily create and manage articles and FAQ templates. Knowledge base articles are compatible with both natural and wildcard search, and can be directly linked to categories and service request types. The PublicStuff PRO interface would allow for staff to develop detailed call scripts to provide a consistent, uniform experience to callers.
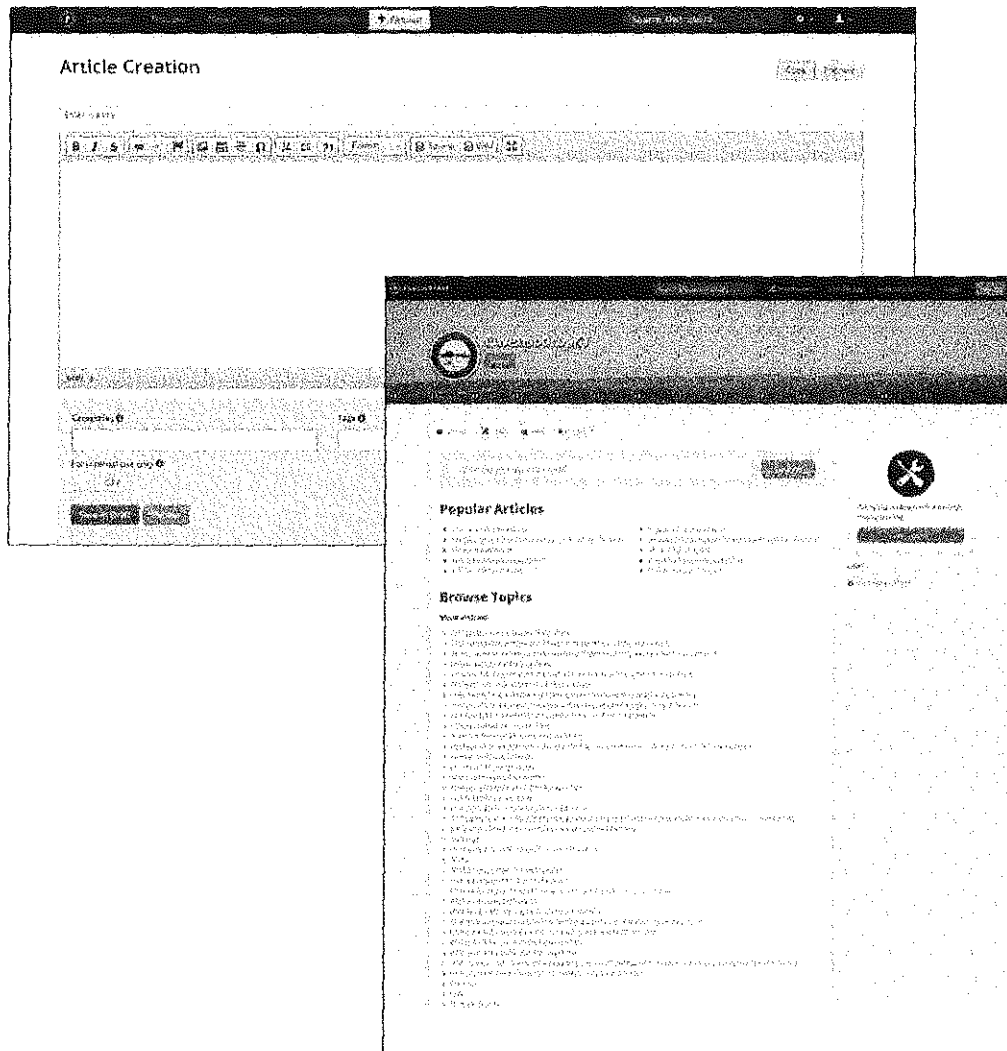
City staff can be added to notification list when an incoming service is received or during a status change in workflow. This can also be used to implement escalation policies. For example, certain individuals can be notified if a request is overdue by a certain period. This service can also be used to designate an alternative staff member, while primary contact is out of the office or on vacation.

From the dashboard view, staff can view the number and type of requests assigned to them at any given time. In addition, the dashboard allows for robust statistical reporting (**1.9**), including number of requests open, number of requests closed, number of similar requests and the number of comments submitted. Finally, staff can stay up-to-date on current announcements.
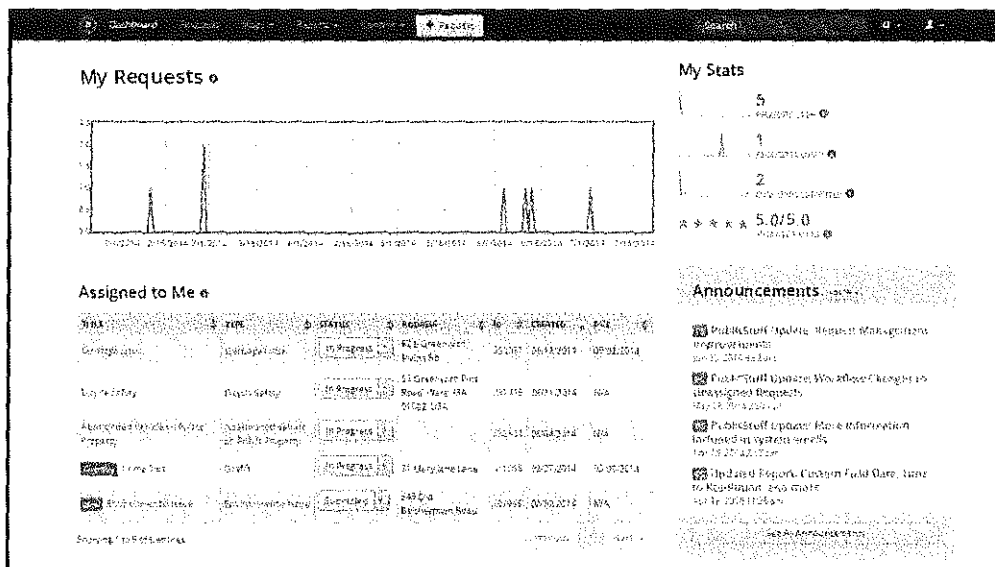
Finally, PublicStuff PRO incorporates two types of push notifications, which offer multiple benefits to the City of Santa Clara. The first is automatic push notifications. These notifications will send a push notification to the original reporter and supporters/followers based on any changes to the status of a request or comments that are made. This allows citizens to know when city staff have received the request, are working to fix the issue, and when the problem has been solved, in real-time.

The second type of push notification is a customized notification (**1.10**). These messages can be customized around any city announcement/information and are easily sent through the PublicStuff PRO notification control screen. In times of emergency, PublicStuff push notifications can be used to provide urgent public safety notifications. From the PublicStuff PRO site dashboard, city staff can create a message with a title that will be sent as a push notification directly to the mobile devices of resident users. A great example of this feature was utilized by Philadelphia during Hurricane Sandy in which the Philly311 app was used to broadcast important information to Philly residents.
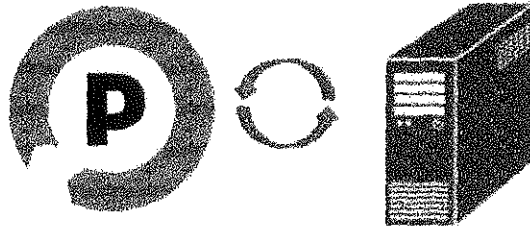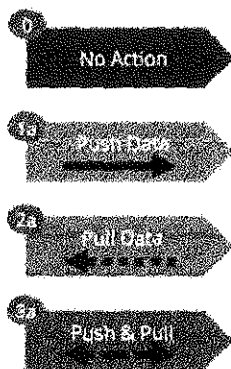
System and Data Integration

PublicStuff PRO can integrate into any third party systems as a direct integration or through our APIs, which we publish openly through the Developer Toolkit (publicstuff.com/developers). We focus on creating bi-directional integrations with 3rd party solutions. Data originally submitted through PublicStuff is sent directly to the 3rd party system. Any updates, comments and closed status are then sent back to the PublicStuff system. This will trigger the notification process back to the resident(s). Moreover, PublicStuff has the ability to work with Microsoft Office programs for document creation and attachment to requests, the ability for pictures and maps for attachment and viewing, and handles Adobe PDF format viewing.

Below is an overview on how our integration process functions:

Step 1: Choose what you want the PublicStuff system to do

Step 2: Choose what you want your system to do

No Action

Push Data

Pull Data

Push & Pull

No Action

Push Data

Pull Data

Push & Pull

Result: Your Seamless Integration

What PublicStuff does

What your system does
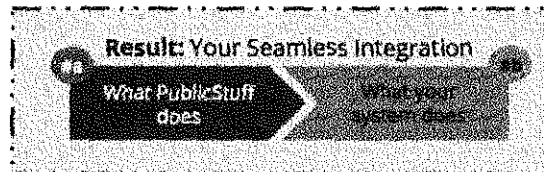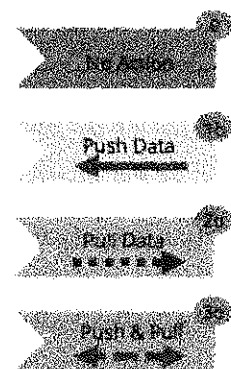
Integration of Third-Party Websites within Mobile Applications
The unique Widget system within the PublicStuff platform allows staff to create "apps within the app". This provides a scalable solution to meet future needs of different departments without having to procure additional single function apps. This also allows citizens to access one app that does it all as opposed to downloading and engaging with multiple apps from the city.

Below are some examples of how other cities have leveraged the platform to create widgets for their city and for more information on this, please visit www.publicstuff.com/developers.

Elk Grove Waste Pickup Schedule	DigiTally City Parks	DigiTally Online Kennel	Philly311 License & Inspection Property History
Elk Grove citizens use this app to find the solid waste pickup schedule for a given address.	Residents and visitors can find information about nearby parks by location and activity with this app.	Current and future pet owners in Tallahassee can use this online kennel app to search for animals up for adoption.	Citizens can enter an address in Philadelphia to see permits, licenses, violations and appeals from the Department of Licenses & Inspections.
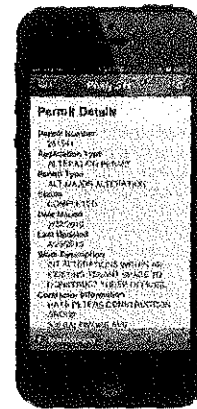
Resident Portal & IFrame Integration within Third-Party Websites
The Citizen Web Portal and submission form is built inside a responsive iframe that will fit optimally to any defined space in a webpage. It can also be integrated into the City's social media pages such as Facebook. PublicStuff also hosts a complimentary web portal for the City of Santa Clara on publicstuff.com to receive web traffic landing at PublicStuff.

This simple line of code is: *<iframe height="900" frameborder="0" width="100%" src="https://iframe.publicstuff.com/#?client_id=431"></iframe>*

All content within the public web portal is easily translated through a drop-down option into over 60 different languages. Moreover, PublicStuff Knowledge Base (FAQ feature) is enabled and populated within the iframe; users do not need to navigate another FAQ page (**2.3**).

Overview of Service Request Process

#1: Select Request Types

#2: Provide Information

Flexible login feature

Example of a sub-category

View other open requests

Privacy Settings
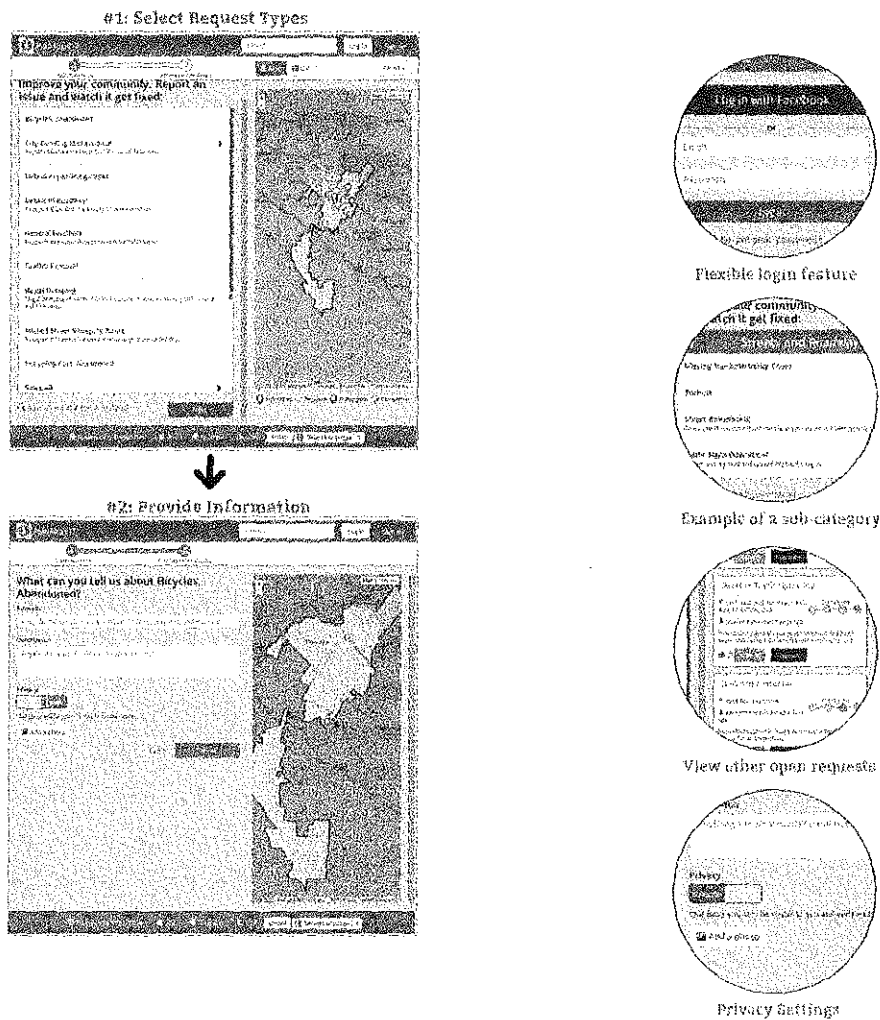
Reporting

PublicStuff PRO includes a robust reports function that breaks out submissions, performance, and data. This data can then be filtered by any field to track city metrics, performance and trends. With custom reporting, the City of Santa Clara can produce an unlimited number of reports/views, so that they can gather data on request submissions, user activity, departments, staff, submission channel (iPhone, Android, etc) and many other options, including reports by: request type; status; requestor; assigned to; geo-location; who entered request and where routed; time to completion.

Report visualizations are beautiful, easy-to-use, and customizable; moreover, like all features in PublicStuff PRO, reports can be customized to include any branding required by the City. Reports can be previewed prior to printing. All data can be exported into various data formats, including excel.
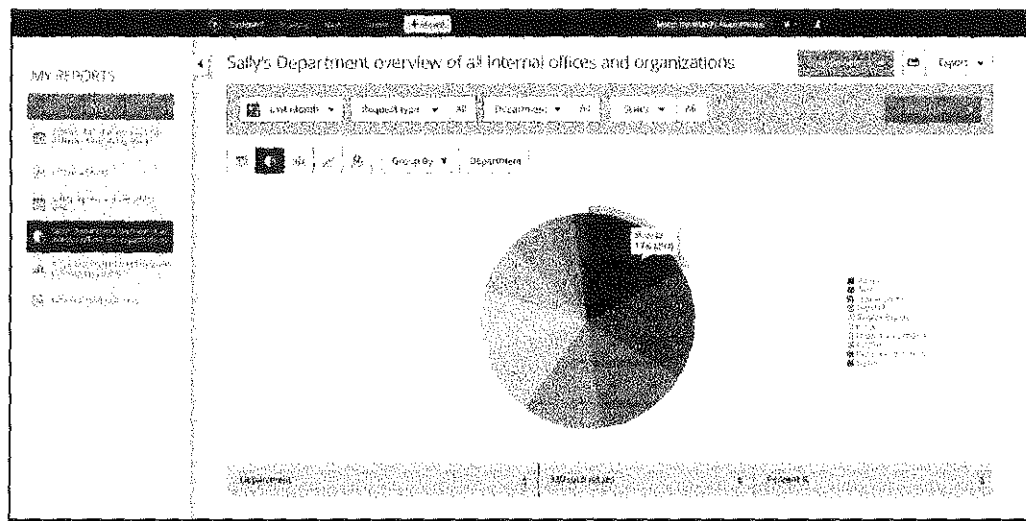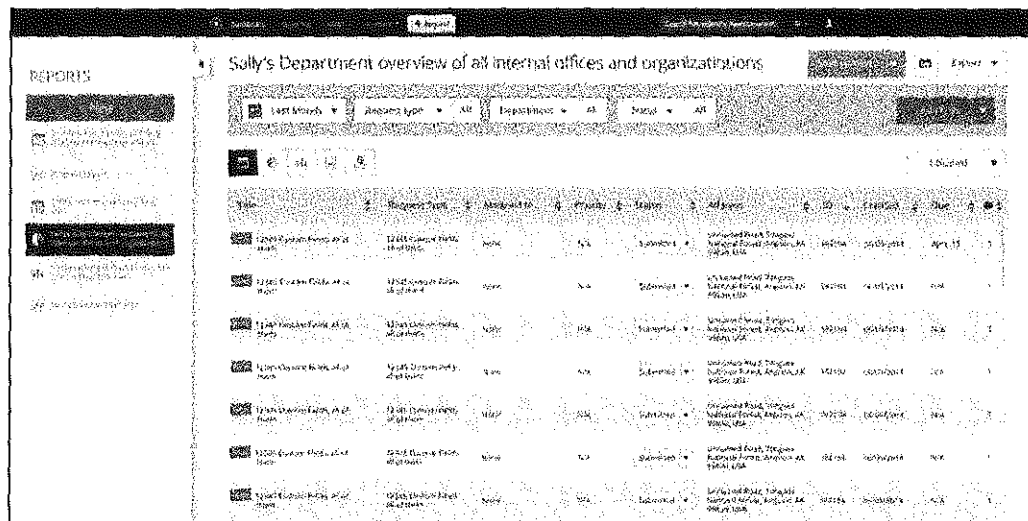
City of Santa Clara RFP, Mobile/Smartphone Application

ATTACHMENT A – PROPOSAL FORM & PROJECT CONTACTS

ATTACHMENT A - PROPOSAL FORM

Proposer (please print):

Name: Public Stuff, Inc.
Address: 214 W. 29th Street, Suite 205
Telephone: (347) 442-7237
Website: publicstuff.com

Contact Person (if different):
Name: Trevor Clark
Title: VP of Sales
Email: Trevor@publicstuff.com
Telephone: 646.335.3370
Facsimile: n/r

Proposer, if selected, intends to carry on the business as (check one):

☐ Individual

☐ Joint Venture

☐ Partnership

☒ Corporation
When incorporated? 2009
In what state? DE
When authorized to do business in California? yes

☐ Other (explain):

ATTACHMENT A - PROPOSAL FORM -Continued-

Proposer's Signature:
By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact of condition.

If Proposer is an **Individual**, sign here:

_____   _____
Proposer's Signature   Date

_____
Proposer's Name and Title

If Proposer is a **Partnership** or **Joint Venture**, as least two (2) Partners sign here:

_____
Partnership or Joint Venture Name

_____   _____
Proposer's Signature   Date

_____   _____
Proposer's Signature   Date

If Proposer is a **Corporation**, the duly authorized officer must sign here:

_Public Store, Inc._____
Corporation Name

The undersigned certify that he/she is designated to sign the Proposal Cost Form by resolution (attached a certified copy, with corporate seal, if applicable, notarized as to its authenticity of Secretary's certificate of authorization) for and on behalf of the above named Corporation, and that he/she is authorized to execute same for and on behalf of said Corporation.

_____   __28 Aug 14_____
Proposer's Signature   Date

_Trevor Clark, VP of Sales_____
Proposer's Name and Title

ATTACHMENT B – SCOPE OF WORK/SERVICES
The project will be approached in three phases:

- Implement the best solution (Mobile/Smartphone Application) possible for the City of Santa Clara, and deploy the solution to capture City related infrastructure reporting and requests, City Manager's Office requests and power outage notifications.
- The City will then broaden its reporting and requests categories to include other categories such as utilities, planning & inspection, non-emergency public safety and animal control. Targeted completion dates to be determined.
- Integrate with existing work order systems through Web Services or Web Application Protocol Interface (API) standards and other applications such as GIS, content management system (CMS) and social media.

PublicStuff response to proposed project approach/phasing: As part of the standard PublicStuff client model, PublicStuff offers dedicated Account Management and Integration Support. The phased rollout request above will be supported in this proposal; no additional implementation services fees will apply (with the exception of time and costs for onsite work).

Other Work Related to Project

No.	Category	Ranking	Functional Requirements	PS Response
D01	Dashboard Features	A	The dashboard should allow easy configuration, operation and maintenance by City personnel, without requiring vendor interaction or significant custom development including the addition, modification and deletion of custom fields.	Included in proposal

D02	Dashboard Features	A	The dashboard should allow individual staff or workgroups to monitor, contribute more information to, re-categorize, redirect, and promptly respond to, the requestor's service requests.	Included in proposal
D03	Dashboard Features	A	The dashboard should allow the option to enter "staff only" notes in the service requests for internal communication.	Included in proposal
D04	Dashboard Features	A	The dashboard should allow staff to generate customizable and exportable reports for distribution to management in common data format such as XML, Excel, and delimited files.	Included in proposal
D05	Dashboard Features	A	The dashboard must be compatible with all the major web browsers including but not limited to: IE, Safari, Chrome, Firefox	Included in proposal

D06	Dashboard Features	A	The dashboard should allow staff to enter new service requests as a result of a report by phone, email, walk-in or self-initiated request.	Included in proposal
M01	Mobile App Feature	A	The mobile application must conform to the look & feel of the City of Santa Clara branding. See http://santaclaraca.gov	Included in proposal
M02	Mobile App Feature	A	The mobile application must be easily accessible from the mobile's corresponding app store and a link from the City's website.	Included in proposal
M03	Mobile App Feature	A	Provide smartphone apps for the following platforms: Android and iOS	Included in proposal
M04	Mobile App Feature	A	The mobile application must provide a method of attaching to the request, electronic image(s) from the mobile device's camera or from an existing library of images.	Included in proposal

M05	Mobile App Feature	A	The mobile application should be map based and utilize location-aware technology. Requestor must be able to make more precise adjustments or enter a street address for more accurate location reporting.	Included in proposal
M06	Mobile App Feature	A	The mobile application should display any existing/open service requests in proximity, to verify that the new proposed request hasn't already been submitted by another requestor.	Included in proposal

M07	Mobile App Feature	A	The mobile application should allow requestors to submit requests initially without registering personal information. The system should then immediately send acknowledgement to the mobile app, to include a unique case number, summary of the request, as well as instructions directing them to the public facing web portal for registration and follow up.	Included in proposal
M08	Mobile App Feature	A	The mobile application should allow the requestor to submit a request publicly or privately (for requestor's and key staff eyes only) for sensitive cases such as crime tips or internal only reports.	Included in proposal

M09	Mobile App Feature	A	The mobile application should allow requestors to choose up to two levels of categories for their requests. Example, a level one category may be "Street Repairs" with secondary level categories such as "Potholes" and "Cracked Sidewalk"	Included in proposal
M10	Mobile App Feature	A	The mobile application should allow subsequent requestors to follow or "Like" existing requests to give them the same benefit of notification as the original requestor.	Included in proposal
P01	Public Facing Portal	A	The public facing portal must conform to the look & feel of the City of Santa Clara website, see http://santaclaraca.gov	Included in proposal
P02	Public Facing Portal	A	The public facing portal should allow requestors to submit new requests, register contact information, follow-up and update their requests, and see existing requests statuses.	Included in proposal

S01	System Feature	A	The system should facilitate role-level administration and access in the dashboard.	Included in proposal
S02	System Feature	A	Requests should be routed automatically to appropriate City departments or divisions based on user configurable parameters for resolution.	Included in proposal
S03	System Feature	A	Automatically notify requestors of status changes, progress, redirects and completion via email.	Included in proposal
S04	System Feature	A	Retain requests transaction history indefinitely and allow for export of the data for archive.	Included in proposal
S05	System Feature	A	The system should be able to provide support of the MAPI (Messaging Application Program Interface) and/or SMTP (Simple Message Transfer Protocol) for seamless integration to the City's Exchange email system.	Included in proposal
S06	System Feature	A	The system should adhere to the Open 311 application program interface (API) standards specification.	Included in proposal
S07	System Feature	A	The system should be able to send emergency or important public announcements to the mobile app e.g. power outage notifications	Included in proposal
S08	System Feature	A	The system should be able to integrate with Lucity, Chameleon, Utility Outage Management System, Content Management System and other City applications	Included in proposal (additional fees may apply)

D07	Dashboard Features	B	In the dashboard, provide facility to make custom configuration to the mobile app to link to City web resources including, social media, RSS feeds or other mobile apps.	Included in proposal
D08	Dashboard Features	B	Provide support for active directory integration for staff.	Included in proposal (additional fees may apply)
M11	Mobile App Feature	B	Provide a method of attaching to the request other electronic files such as video or audio.	Included in proposal
M12	Mobile App Feature	B	The system should provide a tablet-optimized interface to the dashboard via web browser or tablet app to facilitate field worker access.	Included in proposal
M13	Mobile App Feature	B	The system should allow the submission of requests and check request status via Facebook and other social media channels.	Included in proposal
P03	Public Facing Portal	B	The public facing portal should allow the requestor to cancel or "un-submit" their request so it will no longer show on the web portal. The system should be able to keep track of "un-submitted" requests and notify staff to cancel any scheduled work associated with it.	Included in proposal
M14	Mobile App Feature	B	The mobile app should display crime information on a map using data from service like crimereports.com	Included in proposal (additional fees may apply)
D09	Public Facing Portal	B	The portal should be able to display crime information on a map using data from City applications	Included in proposal
S09	System Feature	B	The system should be able to integrate with the City of Santa Clara GIS layers and the ESRI platform	Included in proposal

City of Santa Clara RFP, Mobile/Smartphone Application

M15	Mobile App Feature	C	Provide smartphone apps for Windows Mobile, BlackBerry and/or SMS platforms.	Included in proposal
D10	Public Facing Portal	C	Integration with the City website content management system	Included in proposal (additional fees may apply)
D11	Public Facing Portal	C	Provide option for translating into multiple languages	Included in proposal

Chapter 2 – Profile of the Proposing Firm

PublicStuff, Inc. (FIN: 45-4740121) is a venture capital-backed, Delaware-based corporation, headquartered at 214 West 29th Street, Suite 205, New York, NY 10001. All company employees and officers work out of the headquarters office, and can be reached at (347) 442-7227. PublicStuff does not operate under a parent company, or with any general or limited partners. No lawsuit or litigation has resulted from any performance of services, to date.

PublicStuff was founded in 2009 and has operated continuously under the name of PublicStuff since that time. Today, the PublicStuff platform is a civic engagement tool that connects residents and local governments, providing city-branded mobile and web access points to help improve the quality of life in over 100 communities.

The mission of PublicStuff is to help local governments, such as the City of Santa Clara, connect residents and staff to improve their communities via robust and comprehensive, yet easy-to-use and low-cost, technology solutions. All product development is done in-house.

Operating under a software-as-a-service (SaaS)-based business model, all company revenue results from direct agreements for services with partner cities. PublicStuff does not in any way monetize citizen use of the service, whether through digital ad sales or third-party use of citizen data. Accordingly, PublicStuff provides its services only in communities in which it is an explicit partner of the local government and on websites sanctioned by our partners, ensuring that we are always aligned with the interests of all stakeholders committed to advancing good government for those communities.

Over the last 9 months, PublicStuff has doubled in size, with expansion into Europe and growth throughout North American (including Canada). With regard to stability, PublicStuff has raised over $6.5 million in institutional funding, making our Company one of the most financially stable vendors in our space. Beyond financial capital, we enjoy the ongoing support and advisement from our investors (who are among the leaders in tech as well as innovation in government) with regard to the Company's strategic direction and growth plans. Our leadership team includes both of our original founders, as well as executive experience with some the fastest growing companies in tech, including Groupon, LinkedIn, and ZocDoc.

PublicStuff does not have an office local office, nor does it plan to deploy any full-time staff to reside in the area during the project. However, across our extensive client base, including several Bay Area cities, PublicStuff has not needed a local presence to effectively service our clients. Our customer service leverage numerous tools and access points to be immediately available and highly responsive to customer issues.

Chapter 3 – Qualifications of the Firm

PublicStuff is being utilized by the largest cities in the country, including Philadelphia, PA and New York, NY; by metropolitan 311 call centers, such as Evanston, IL (a suburb of Chicago); Open311 cities, such as Vancouver, BC; as well as a significant number of small communities – including clients of well under 10,000 residents, such as the Town of Wendell, NC. Moreover, in a testament to the scalability and functionality of the system, the use cases by which government departments leverage our platform are as numerous as the number of our clients – from managing urban blight and dumping, to preventing West Nile virus and crowdsourcing information following a gaslamp outage, to powering a call center and facilitating police reporting, to publishing broadcast city announcements.

At PublicStuff, we exclusively focus on building industry-leading products that directly address the key goals of the initiative outlined in this RFP. Our dedicated team of 30 associates has the capacity to partner closely with the City through all three phases of this project, and to provide ongoing, "white glove" support for the lifetime of the partnership. In short, PublicStuff has all the necessary resources to own the entire end-to-end delivery of the proposed solution, including all products and services, for the entire agreement. **No third-parties will be necessary in order to deliver a complete, end-to-end solution to the City of Santa Clara.**

Previous Experience in mobile/CRM implementations include (but are not limited to):
Asheville, NC (population 85,000)
Chandler, AZ (population 236,000)
East Peoria, IL (population 23,000)
Elk Grove, CA (population 153,000)
McAllen, TX (population 130,000)
North Miami Beach, FL (population 42,000)
Pensacola, FL (population 52,000)
Plano, TX (population 259,000)
San Marcos, TX (population 45,000)

City of Santa Clara RFP, Mobile/Smartphone Application

ATTACHMENT C - SAMPLE TABLE
QUALIFICATIONS OF FIRM RELATIVE TO CITY'S NEEDS

Project Name	Client	Description of work performed	Total Project Cost	Percentage of work firm as responsible	Period work was	Client contact
Access Fontana	Fontana, CA	CRM & Mobile	$8,800 annual fee	100%	8 weeks	See below

Did your firm meet the project schedule (Circle one) : (Yes)

Give a brief statement of the firm's adherence to the schedule and budget for the project: PublicStuff provides a flat-fee and we do not run over our annual fee.

Dennis Vlasich, IT Director, (909) 350-6676

MyOceanside	Oceanside, CA	CRM & Mobile	$11,040 annual fee	100%	2 Weeks	See Below

Did your firm meet the project schedule (Circle one) : (Yes)

Give a brief statement of the firm's adherence to the schedule and budget for the project: PublicStuff provides a flat-fee and we do not run over our annual fee.

Yukari Krause-Brown, IT Manager, (760) 435-3821

PaloAlto311	Palo Alto, CA	CRM & Mobile	$8,000 annual fee	100%	6 Weeks	See Below

Did your firm meet the project schedule (Circle one) : (Yes)

Give a brief statement of the firm's adherence to the schedule and budget for the project: PublicStuff provides a flat-fee and we do not run over our annual fee.

Joel Dino, IT Project Manager, 650-329-2686

MyRWC	Redwood, CA	CRM & Mobile	$9,000 annual fee	100%	4 Weeks	See Below

Did your firm meet the project schedule (Circle one) : (Yes)

Give a brief statement of the firm's adherence to the schedule and budget for the project: PublicStuff provides a flat-fee and we do not run over our annual fee.

Audrey Ramberg, 650-780-7302, aramberg@redwoodcity.org

Chapter 4 – Work Plan or Proposal

Speed-to-market is a core value at PublicStuff and we are continuously optimizing our client onboarding process. By following the proven methodology that PublicStuff has developed through our extensive implementation experience with government clients, the City of Santa Clara will realize its goal of an on-time implementation, with immediate system availability for design and phase 1 functionality within eight (8) weeks or less.

The implementation plan for the City of Santa Clara will be built in collaboration with community project sponsors, prior to contract execution, and will be organized in a Welcome Packet and presented at Project Kick-off in a manner designed to be as simple as possible for staff. In addition, PublicStuff will also provide strategies for the City of Santa Clara to drive change management across departments, including a plan to engage staff within each phase.

For the City of Santa Clara, key implementation responsibilities center on: coordinating project tasks and meeting internal deadlines for arranging training, configuring the system based upon design requirements, creating graphics and design, and making decisions around the launch plan. These responsibilities and key milestone dates will be clearly articulated and agreed to by our account team within a Scope of Work, prior to contract execution. For more detail, a sample project checklist has been included in this chapter, as well.

There are no additional costs associated with the implementation of our services, across the three phases outlined by the City.

In addition, PublicStuff will work with Santa Clara on strategies for resident adoption and best-practices around user acquisition. A basic marketing launch plan could include (but is certainly not limited to) tactics outlined below. However, PublicStuff would also welcome the opportunity to collaborate with the City of Santa Clara on a broader plan that incorporates the City's new branding strategy, as well as your communications plan specific to Levi's Stadium, as well as your plans for leveraging this new City asset to drive residential growth and ongoing economic development.

Pre-Launch:
- Schedule a kick off call with the PublicStuff team to discuss marketing strategy and determine public launch date.
- Brand your PublicStuff system.
    - Name your App. Examples include: Access Fontana, Dormont Delivers, Philly311
    - Brand your mobile app with an image and custom widgets.
- Draft a press release to be sent to relevant media platforms with quotes from project leaders in your City staff.
- Identify potential community partners to promote your PublicStuff system.

- o Examples include: downtown agencies, non-profit groups, community groups, local schools, and business associations.
- Include links to your PublicStuff program and iFrame code on your city website.
- Follow PublicStuff on Facebook and Twitter for cross promotions.

Public Launch:
- Send out a PublicStuff "Dear-valued-resident-intro-letter" to residents via direct mail or email.
- Distribute press release announcing the launch of PublicStuff to local media.
- Host a press conference to announce the PublicStuff request tool in your City.
- Announce PublicStuff on your Social Media channels:
  - o Sample messaging: Download PublicStuff, our new mobile app to connect with city services and news 24/7!
- Announce PublicStuff on your City's current communication channels.
  - o Water bill
  - o City newsletters
- Customize and distribute flyers to local businesses, residents and community organizations, transit stations and more.

Implementation Plan – Phase 1: 8 week estimated time frame

Work Deliverable	Team Members	Activity/Role	Date
Kick-Off	Account Manager (AM) Santa Clara Staff	Coordinating & leading kick-off meeting.	Week 1
Project Mapping	AM + PS Tech Santa Clara Staff	Map project and business requirements with each department lead.	Week 2-5
Implementation	AM + PS Tech Santa Clara Staff	Implement workflow and business requirements	Week 3-5
Marketing Plan	AM Santa Clara Staff	Prepare marketing and launch plan	Week 3-8
Administrator Training	AM Santa Clara Staff	Administrator product training	Week 2
Knowledge Base	AM + PS Tech Santa Clara Staff	Discuss and set-up KB	Week 2-4
Set-up Customized Text Number and Toll-free Number (if needed)	AM + PS Tech Santa Clara Staff	Create a unique number for Santa Clara residents to text and call into PublicStuff system	Week 5-6
Testing & Modification	Santa Clara Staff	Test and iterate on the system	Week 5-8
Staff Training	AM Santa Clara Staff	Train staff users in one PublicStuff-led remote training session	Week 7-8
Launch	Santa Clara Staff	Prepare launch plan	Week 7-8

PUBLICSTUFF

Implementing PublicStuff Checklist

For a smooth and successful launch, PublicStuff site managers should use this checklist as a guide to the implementation process. This checklist also includes information pertaining to third party system integrations and the PublicStuff Knowledge Base.

Week One

Kickoff	☐ Schedule 30-minute kickoff call with PublicStuff Account Manager
	☐ Invite key municipality staff to kickoff call

Post-Kickoff	☐ Review Implementation Timeline and other implementation materials
	☐ Schedule Site Admin Training with PublicStuff Account Manager

Integration 3rd party system	☐ Confirm Web Services and API license for 3rd party system
	☐ Locate documentation and contact information for 3rd party system

Week Two

Training

☐ Site Admin Training
   ☐ Schedule with your PublicStuff Account Manager
   ☐ Invite key municipality staff (IT, Dept. Heads)

Site Data Set-up

☐ Collect required information for service request types
   ☐ **Resources**: Site Population Spreadsheet, Service Request Setup Checklist, PublicStuff Services Worksheet

Custom Branding

☐ Determine app name
   ☐ Meet with key staff to brainstorm and decide on a name
   ☐ **Resource**: PublicStuff App Name Suggestions
☐ Prepare Custom Branding
   ☐ 1600 x 1000 px Registration Screen Header
   ☐ 1024 x 1024 px App Icon
   ☐ **Resource**: PublicStuff Branding Guide

Knowledge Base

☐ Knowledge Base Training
   ☐ Invite key staff that will create articles

Getting Started with PublicStuff Checklist

PUBLICSTUFF

Marketing	☐ Determine who will market and promote the new app and service to residents

Weeks Three - Five

Site Data Set-up	☐ Begin Populating Users, Departments, Service Request Types and Workflows ☐ Consult with department heads on content for widgets ☐ **Resource:** PublicStuff Guide to Widgets
Custom Branding	☐ Submit Custom Branding to PublicStuff ☐ Registration Screen Header, App Icon, App Name, Description and Keywords
Integration 3rd Party System	☐ Provide endpoint and API access information to PublicStuff ☐ Provide list of objects to map with PublicStuff API ☐ Provide documentation and contact information for 3rd party system
Knowledge Base	☐ Add articles to Knowledge Base

Weeks Six - Eight

Site Data Set-up	☐ Complete Population of Users, Departments, Service Request Types and Workflows ☐ Review entered data on iframe and mobile app and make any necessary changes ☐ **Resource:** Service Request Setup Checklist
Training & Testing	☐ Schedule Staff Training ☐ Internal soft launch announcement to staff ☐ Testing with internal users and external user group
Marketing	☐ Review PublicStuff Marketing templates ☐ Resources: Press Release, Social Media Guide, Newsletter, Internal Email
Integration 3rd Party System	☐ Testing of integration between PublicStuff and third party system
Knowledge Base	☐ Review and approve Knowledge Base articles

Getting Started with PublicStuff Checklist

PUBLICSTUFF

Week Nine - Ten

Marketing	☐ Prepare press release and other launch day messages
	☐ Send internal email announcement to municipality staff
Site Data Set-up	☐ Delete all test and sample requests from PublicStuff Pro
	☐ Verify all staff users can log into PublicStuff Pro
	☐ Finalize all widgets in PublicStuff Pro Manage Widgets
	☐ Embed iframe on municipality website
Launch	☐ Send press release and be available for press questions
	☐ Send launch day messages
	☐ Monitor support channels for questions / feedback from residents

Training

Once the system is fully set up and configured with the correct service request categories and workflows, our focus is on proper education of both staff and residents through live training webinars and extensive marketing efforts.

PublicStuff provides training and ongoing support to meet the City's needs. Training sessions will be provided via webinars lasting approximately 60-120 minutes, depending on the training group. The following is an overview of the types of training sessions:

- **Administrator Training**: This training session lasts 60 minutes and covers all setup components of the system, modifying agents, updating mobile applications and more.
- **Staff Training**: This training session lasts 60 minutes and covers the details on how to submit service requests, manage them and obtain reports.

All training sessions are recorded and sent to staff for future reference. Additionally, training materials and videos are accessible through PublicStuff PRO at our Client Resource Center. We provide step-by-step guides for your staff and managers as well as information on marketing leading up to and after the launch of PublicStuff. All materials are continuously maintained, and reflect the most current version of our applications. Moreover, as client success is a core value of ours at PublicStuff, **we provide this resource to all clients at no additional charge**.

PublicStuff does not usually conduct on-site training as we find our webinars to be equally effective and more convenient for City staff, and have successfully launched more than 100 clients with this methodology while passing cost savings onto our partner City.

However, on top of the above approach, PublicStuff will also conduct on-site training to the team, if desired, at a highly discounted rate – as we understand that training is something that is extremely important to the City.

This is one more demonstration of our desire to develop a unique partnership with the City of Santa Clara, as we see a great potential for our platform to see significant adoption among your residents.

Chapter 5 – Proposed Innovation

As a single platform, the PublicStuff system, as proposed, reflects all of the best practices, most recent product enhancements, and current learnings of our client partners. Each day, we work to build a better product and to provide more value to our clients. Moreover, because of our core business model, we work to ensure that all of these improvements reach every one of our clients. **Santa Clara will benefit from such ongoing innovation at no additional charge.**

Examples of our continuous improvement across each area of our business include:

- <u>Product</u>: we leverage agile development methodologies to ensure the continuous improvement of the platform. Because of our ability to constantly improve upon our platform, PublicStuff currently incorporates the most contemporary design principles, based upon ongoing usability testing which ensures an exceptional user experience. In demonstration of this, PublicStuff v3, released in April and featured in this proposal, is a complete redesign of the user experience and is tangible proof of our commitment to user experience.

  Moreover, beyond allowing clients to embed their own widgets (or "apps within the app"), our development team dedicates meaningful engineering time each "sprint" to push out new native widget tools – expanding the platform's value, out of the box, well beyond 311 service requests.

- <u>Implementation and account management</u>: we have over-invested to create a rich library of online tools and training guides, giving clients the ability to quickly accomplish implementation milestones and train staff members outside of the core implementation training sessions. These tools have both lowered the costs of our implementations, as well as the average time to go-live, for our clients.

- <u>Marketing and citizen engagement</u>: we study citizen adoption across our entire client base, uncovering trends that are driving engagement. Moreover, this learning is made actionable, with turnkey recommendations for implementation to our clients.

  As part of our implementation plan, we would collaborate with the City to create an annual resident communication plan, with strategies for promoting downloads and adoption prior to spikes in requests to the City occur.

However, beyond our core proposal, PublicStuff sees a huge opportunity to partner with Santa Clara in unique ways. For instance, our platform has the ability to pull in "smart" data from third-party partners. Companies such as Booz Allen have the ability to feed PublicStuff data on potholes, as the develop, automatically creating work orders to fix roads before conditions worsen and result in significantly greater costs (from traffic delays, accident claims, and repair costs themselves). Additionally, we can work with partners, such as Placemeter, to monitor automotive as well as pedestrian volumes around key areas around Santa Clara, giving the City

real insight into how best to manage the influx of traffic around events at Levi's Stadium.

Finally, our system's unique GIS capabilities support layers of mapping and service request routing, which would allow PublicStuff to take requests sent to the City and route them to the appropriate owners, even if they fall outside of City Hall (including County departments and private management companies [such as Levi's Stadium facilities management]).

In short, by working with PublicStuff, the City will create a partnership with a company invested in your long-term success – as well as invest in a product that is not only the most advanced in this space today, but a platform that will be "future-proof" in the years ahead.

Chapter 6 – Project Staffing

The PublicStuff team is a diverse group of employees with vastly different skills and experiences that form a highly effective engine of innovation. Every day, our team strives to deliver technically superior solutions. Our robust system is maintained by a full time in house technology team consisting of back end programmers, front-end web developers, designers, and mobile developers. By working together each day at company headquarters, we can provide unparalleled responsiveness for our clients. In lieu of resumes, links have been provided to each member's LinkedIn profile.

Surya Yalamanchili, CEO

Surya joined PublicStuff with broad set of experience across both small and large companies. He served as a brand manager at Procter & Gamble (PG) for 5 years working on the Olay brand and in a corporate marketing role. He was also part of the pre-IPO teams at LinkedIn (LNKD), where he served as Director of Marketing, and Groupon (GRPN), where he led the merchant group reporting to the COO

Vincent Polidoro, Chief Technical Officer

Vincent has a dual degree in Computer Science and Psychology from Carnegie Mellon University. Prior to working with PublicStuff, he was developing interactive software platforms, including working with large corporations to create voice activated warehouse management software. He also has experience working with Red Zone Robotics, in addition to founding several other successful companies.

Lily Liu, Co-Founder

Lily stays engaged in every project on a personal level and strongly believes in quality over quantity. Lily has been working around public policy issues at the local and national level for over 10 years. Lily has worked with Mayor Bloomberg's Special Projects & Analytics Unit in the Department of Education, a $20B organization. Prior to that, she worked in the City of Long Beach, CA and the Transportation Security Administration in Washington, D.C around policy development and local government management.

Asiya Wadud, Account Manager

Asiya Wadud is an account manager at PublicStuff, where she builds relationships with municipalities and provides product support. A city planner and community development practitioner by training, Asiya has spent the last several years working on projects that leverage new technology to enhance community engagement at the neighborhood level. Asiya has master's degrees from UC Berkeley and Stanford University and a bachelor's degree from the College of Wooster.

Chapter 7 – Proposal Exceptions

As noted in Chapter 1, there are no exceptions to the functionality requirements of the City found in our proposed solution. That is, in its current release, the PublicStuff platform meets or exceeds the requirements of the City of Santa Clara (including all "Desired" and "Nice to Have" features), as outlined in Attachment B of this RFP.

With regard to the standard contract terms in the RFP, a small number of sections have terms that are usually amended when contracting with our clients: Section 3 (not applicable to service); Section 11 (given the upfront investment made and costs amoritized via a SaaS business model); and Section 12 (except for in the event of a sale, this is otherwise fine).

Chapter 8 – Ongoing Support

The PublicStuff account management team provides dedicated implementation, training, as well as ongoing, "white-glove" support. Your dedicated account manager can be reached directly via phone and email; city staff can also submit tickets online.

PublicStuff is a cloud hosted solution, so all City and County staff, as well as citizen users are always upgraded simultaneously, without any interruption to service. Our mobile applications are also all updated at the same time, and in a way to ensure that legacy versions of our app (in instances where users forget or refuse to update their applications) are still fully supported.

Significant updates to the City facing software (new features, improved user interfaces, etc.) are posted in the Announcements section of the Pro dashboard so they are visible to all staff. Early warning is provided to administrators by their dedicated account managers in these cases to ensure the additional features are added without the risk of confusing or disrupting day-to-day operations. **There are no additional costs for ongoing maintenance or for system upgrades.**

In short, we pride ourselves on exceptional customer service and try to go above and beyond for our partners. Below are our standard terms for technical and customer support that we will include in our contract with the City. Moreover, as a testament to our commitment to our you long-term success, our Account Management team will work with you to schedule regular executive update meetings to review current performance, share best practices from other clients, set new goals for the City, and discuss opportunities for expanded use by City staff.

1. SERVICE LEVEL COMMITMENT.
1.1 General. PublicStuff shall use commercially reasonable efforts to maintain the Minimum Service Level during the Term of the Agreement.

Service Category	Measurement	Measurement Window	Minimum Service Level
Uptime	Availability of the PublicStuff Service with all material functionality	Monthly	99%

1.2 Service Disruption PublicStuff will inform Customer, by email (or other prompt means if email is unavailable), of any service disruption, unless such disruption is of an insignificant nature (less than 1 hour). PublicStuff will use commercially reasonable efforts to restore service as soon as reasonably practicable and inform Customer by email (or other prompt means if email is unavailable) once service is restored.

1.3 Exceptions. The following downtime minutes will be excluded from the measurement of compliance with the Minimum Service Level: (i) downtime minutes related to scheduled maintenance; (ii) downtime minutes related to any matter constituting force majeure pursuant to Section 10.5 of the Agreement; (iii) downtime minutes resulting from acts by Customer other than in accordance with the Agreement, including but not limited to any negligence, willful misconduct or use of the PublicStuff Service in breach of the Agreement and (iv) downtime minutes resulting from data or transmission quality issues outside of PublicStuff's reasonable control. All scheduled maintenance will be conducted between the hours of 12:00 a.m. ET and 6:00 a.m. ET. PublicStuff at its sole discretion may plan additional scheduled maintenance which will be communicated by email to Customer at least 24 hours in advance with notice of how may hours of downtime is expected.

1.4 Support Hours. Normal hours of operation are 9am – 6pm ET, Monday through Friday, excluding PublicStuff-observed holidays. Outside of Support Hours, Customer can access PublicStuff support at https://pro.publicstuff.com/marketing. PublicStuff will use commercially reasonable efforts to address issues within 6 hours during Support Hours and within 12 hours outside of Support Hours. For system down issues, PublicStuff will be available 24x7.

Chapter 9 – Project Cost Sheet & Rates

PublicStuff has designed our business and delivery model in such a way as to ensure that Santa Clara realizes all of the value described in this proposal without the risk of unplanned project expenses or cost overruns. All core solution components are fully "baked" into a single, low-cost subscription: all software license, software hosting (no hardware is required by the City), system setup, configuration, implementation, training, upgrades, support and maintenance fees are all included in the proposal below. Integration fees may also apply, based upon the 3rd party system. However, this fee will also be quoted on subscription pricing basis.

1 year agreement	PublicStuff Pro
Mobile Application iOS, Android, Blackberry & Windows Phone	Custom (branded) in-app store application Web application for City website and Facebook Unlimited Widgets
City User Accounts	Enterprise PRO bundle - 100 Users
API & Integration Support	Included
Mapping (GIS Integration)	ESRI Enhanced
Reporting	Enhanced Reporting & Analytics
System Setup, Online Training & Marketing	Included
Documents & Manuals: 24x7 Resource Center	Included
SMS Text Submission	Included
Maintenance & Support	Account Manager
Phone Submission	IVR #
City of Santa Claracity – Special Partner Pricing	**Annual Subscription Fees**
PublicStuff PRO CRM & Citizen-facing Tool Suite	$15,400
Lucity Integration	$2,000
Chameleon Integration	$3,000
Active Directory Integration	$1,000
Optional: Onsite training	$1,000 / day (plus travel)
Optional Module: Knowledge Base (Annual)	**Waived for Year 1**
Total Annual Subscription	**$21,400**

ATTACHMENT D - COST PROPOSAL

I. Total Price for Mobile/Smartphone Application

$15,400/ year; 21,400/year, including integrations

II. Breakdown of proposed costs for the types of services to be provided. Indicate which items are considered taxable. Pricing for the items will remain valid for the terms listed below. (Attach additional pages if necessary)

We desire one customized pricing that will meet all our needs without having to negotiate complex multiple-tiered pricing matrixes.

Description of License:
- Licensing limitation such as how many users can simultaneously access the administrative dashboard?
- Population based licensing?

Pricing based on population licensing based on 117K residents. 100 licenses are included.

Initial Implementation Fee and 1st Year License, Maintenance and Integration with internal applications
- Year 2 License & Maintenance $15,400/ year;
- Year 3 License & Maintenance   21,400/year, including integrations

Technical Support Fees   Included in annual subscription

Cost of future enhancements (refer to Bs and Cs in the Evaluation Criteria Section)

Cost of Upgrades   Included in annual subscription

Training   Included in annual subscription

Cost of On-site Consulting when needed $1,000/day + travel

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City of Santa Clara, CA

PublicStuff CRM and Mobile Applications for Citizen Engagement and Request Reporting

Summary of Responses for the City's RFP Committee, 9/24/14

(1) Lucity Integration

Summary of our integration to Lucity:
- PublicStuff and Lucity have a formal partnership that allows for a seamless solution to clients (additional information provided in a separate document)
- Lucity has designed a module to specifically integrate with PublicStuff, allowing for a very turnkey, procedural integration (outlined below)
- Service request updates and comments are sent by PublicStuff to Lucity
- Status updates and comments are pushed back to PublicStuff by Lucity
- References include: Fontana, CA; Chandler, AZ; Pensacola, FL

The implementation steps for the integration are as follows:
- City: Activate (or verify activation) of Lucity API
- City: Verify Lucity version number and documentation
- City: Identify Lucity contact to work with PublicStuff
- PublicStuff: Send production server IP address
  - Server: 198.101.155.95
  - If needed, open up ports 80 and 443
  - Establish two-way communication, using TCP
- City: Provide Endpoint URL for the API
- City: Open development server to IP addresses
- PublicStuff: Verify access to endpoint
- PublicStuff: Verify XML return
- City: Send Lucity category and problem codes needed for integration
- City: Send or add service request information for input into PublicStuff for each service request handled by Lucity
- PublicStuff: Write the integration
- PublicStuff: Test

(2) Accela Integration

Summary of our integration to Accela:
- PublicStuff and Accela maintain a strong business relationship, with our CEOs meeting quarterly to review the partnership
- Accela has a very solid API and strong documentation; however, as opposed to Lucity, they have not written a unique module for integration to PublicStuff
- Therefore, PublicStuff has written both sides of the integration:
  - One service to send requests and comments
  - Another service to pull for status updates/changes and comments
  - Additional customization (e.g. non-service request object types; advanced workflow routing; etc) is available
- References include: McAllen, TX

(3) Uptime

PublicStuff will contractually represent our ability to provide 99.9% uptime. If, in any month, PublicStuff fails to deliver this level of uptime, PublicStuff will provide one (1) additional month of service to the City of Santa Clara at no charge.

(4) 100 Users License Count

Based on City's of similar size and use case, 100 licenses should meet or exceed the needs of Santa Clara. That said, pricing for additional licenses is $100/user/year; for $10,000/year, the City could acquire an unlimited of users.

If the City would like to negotiate a higher number of licenses within the initial agreement, we are happy to evaluate this within the context of other, holistic considerations during contracting.

(5) Professional Service Agreement Terms

Comments Provided. To be discussed during the call.

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(5) Work Plan Overview

Below is an initial work plan for the phase 1 implementation (graffiti only), as discussed during the our onsite interview earlier this month.

PublicStuff-CITYNAME Implementation Agreement

The purpose of this Agreement is to outline a roadmap that ensures a successful launch for the CITYNAME. This document outlines the mutually agreed upon roles, responsibilities, and due dates for CITYNAME and PublicStuff to hit the mutually agreed upon launch date of DATEHERE.

Phase	Scope	Who
Training Completed: DATE		CITYNAME Owner: CITYNAME Escalation: PublicStuff Owner: PublicStuff Escalation:
Site Set-up Completed: DATE		CITYNAME Owner: CITYNAME Escalation: PublicStuff Owner: PublicStuff Escalation:
Custom Branding & Mobile Completed: DATE		CITYNAME Owner: CITYNAME Escalation: PublicStuff Owner: PublicStuff Escalation:
Marketing Completed: DATE		CITYNAME Owner: CITYNAME Escalation: PublicStuff Owner: PublicStuff Escalation:

_____   _____

CITYNAME   PUBLICSTUFF

PUBLICSTUFF

Week 1

Kickoff	☐ Schedule 30-minute kickoff call with PublicStuff Account Manager ☐ Invite key municipality staff to kickoff call	Lead	Time 30-60 mins
Post-Kickoff	☐ Review Implementation Timeline and other implementation materials ☐ Schedule Site Admin Training with PublicStuff Account Manager		15 mins
Mobile App Transfer	☐ Alert previous mobile app provider to impending mobile app transfer		15 mins

Week 2

Training	☐ Site Admin Training
	  ☐ Schedule with your PublicStuff Account Manager
	  ☐ Invite key municipality staff (IT, Dept. Heads)
		Lead	Time
			1 hr

Site Data Set-up	☐ Collect required information for service request types ☐ **Resources**: Site Population Spreadsheet, Service Request Setup Checklist, PublicStuff Services Worksheet		1 – 6 hrs

Custom Branding & Mobile	☐ Prepare Custom Branding
	  ☐ 1600 x 1000 px Registration Screen Header
	  ☐ 1024 x 1024 px App Icon
	  ☐ **Resource**: PublicStuff Branding Guide
	☐ Submit Custom Branding to PublicStuff
	  ☐ Registration Screen Header, App Icon, App Name, Description and Keywords
			1 hr

Marketing	☐ Determine who will market and promote the new app and service to residents		15 mins

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Week 3

		Lead	Time
Site Data Set-up	☐ Begin Populating <u>Users</u>, <u>Departments</u>, <u>Service Request Types and Workflows</u> ☐ Consult with department heads on content for widgets ☐ **Resource**: PublicStuff Guide to Widgets	Lead	1 – 8 hrs

Week 4

		Lead	Time
Site Data Set-up	☐ Complete Population of <u>Users</u>, <u>Departments</u>, <u>Service Request Types and Workflows</u> ☐ Review entered data on iframe and mobile app and make any necessary changes ☐ **Resource**: Service Request Setup Checklist	Lead	1 hr
Marketing	☐ Review PublicStuff Marketing templates ☐ Resources: Press Release, Social Media Guide, Newsletter, Internal Email		1 hr

Week 5

		Lead	Time
Training & Testing	☐ Schedule Staff Training ☐ Internal soft launch announcement to staff ☐ Testing with internal users and external user group	Lead	1 – 5 hrs
Marketing	☐ Prepare press release and other launch day messages ☐ Send internal email announcement to municipality staff ☐ Embed iframe on municipality website		1 hr
Site Data Set-up	☐ Delete all test and sample requests from PublicStuff Pro ☐ Verify all staff users can log into PublicStuff Pro		30 mins
Custom Branding & Mobile	☐ Finalize all widgets in PublicStuff Pro <u>Manage Widgets</u> ☐ Open each widget to verify proper display and content		30 mins

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Week 6

		Lead	Time
Launch	☐ Send press release and be available for press questions ☐ Send launch day messages ☐ Monitor support channels for questions / feedback from residents ☐ Verify all submitted requests are received by staff and responses are sent.		1 hr

(6) Training – Detailed Approach

As noted in our RFP response, our training plan is as follows:

- **System Administrator Training** (takes place within 1-2 weeks of kick-off)
  - This training is typically 60-120 minutes, and emphasizes all aspects of system setup
  - The training is recorded for future review, and admin staff are immediately granted access to our Client Resource Center, which is a repository of tutorials, online videos, and best practice overviews
  - Our dedicated Account Manager will be available thereafter for answering questions as well as providing additional, ad hoc training

- **Staff Training** training (takes place within 1-2 weeks prior to go-live)
  - This training is typically 60 minutes, and emphasizes all the tools needed for staff to work in the system
  - Thereafter, PublicStuff holds general trainings each month for all customers, which any City staff can attend (both new hires and current users looking for a refresher)

- **In Summary:**
  - PublicStuff strives to train all users of the system (at all levels) upfront, following a train-the-trainer approach thereafter.
  - This training approach is complemented by ongoing, dedicated Account Management throughout the lifetime our the City's relationship with PublicStuff
  - PublicStuff typically does not offer onsite training, but would be willing to include this service, if desired (at with some additional cost), within the context of a broader contract negotiation

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AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
PUBLICSTUFF, INC

EXHIBIT B

ORDER SCHEDULE

The Order Schedule is more fully described in the Contractor's proposal entitled, "Pro Edition Order Schedule (OS) Confirmation" dated October 21, 2014, which is attached to this Exhibit B.

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Pro Edition Order Schedule (OS) Confirmation

General Information

Client Name	City of Santa Clara, CA
Client Contact	Vonna Gissler 408-615-5537
Client Contact Email	vgissler@santaclaraca.gov

Accounts Payable Information

Accounts payable contact will receive invoice via email. Please enter their information below:

AP Contact AP Address	Vonna Gissler City of Santa Clara 1500 Warburton Avenue Santa Clara, CA 95050
AP Contact Email	vgissler@santaclaraca.gov

Agreement Term*

Invoices will be sent out using the term start and end dates below:

Term Start	November 10, 2014
Term End	November 9, 2015

*The City has the option to renew the Order Schedule and Agreement for two additional one-year terms.

Description of Scope of Services

PublicStuff, Inc. ("Contractor") will provide Client with access to Contractor's citizen engagement & workflow management suite (the "Scope of Services"), which includes the following:

- Custom branded smartphone applications
- Public-facing web portal
- Cloud-based CRM and administrative dashboard

Staff User Accounts	200 included (100 standard, plus 100 additional licenses)
Mobile Application	City branded in-app store application for iOS, Android & Windows phone, with Unlimited widgets. General Blackberry app.
Mapping Features	Google (standard) and ESRI (enhanced)
API Document & Support	Included
Knowledge Base	Included
Dynamic Translation	Included
Reporting	Enhanced reporting with analytics
System Configuration	Remote, account manager assisted
Training	Onsite, account manager assisted
Account Support	Account Management support is available Monday through Friday between 9:00am and 6:00pm EST, excluding holidays.
Marketing Support	At cost**

**During the initial term.

Products & Pricing Conditions

In no event shall the amount billed to City by Contractor for services under this Agreement exceed twenty-four thousand nine hundred dollars ($24,900), subject to budget appropriations. The basic service amount shall be seventeen thousand four hundred dollars ($17,400). Optional items are budgeted for seven thousand five hundred dollars ($7,500), for a total contracted amount that shall not exceed twenty-four thousand nine hundred dollars ($24,900).

Order Schedule Pricing

Products & Services	Billing Frequency	Price
PublicStuff Pro	Annual	$14,900
Lucity Integration	Annual	$2,000
Active Directory Integration	Annual	$500
Total Annual Subscription	Annual	**$17,400**
Optional Products & Services	Billing Frequency	Price
Accela Integration	Annual	$2,000
Onsite Training***	As incurred	Waived
Additional Marketing Services****	As incurred	$4,000
Travel (for Onsite Training)****	As incurred	$1,500
Total Not to Be Exceeded - Year 1		**$24,900**

***For Phase 1, as outlined in Exhibit A, only.

****Amount not to be exceeded, without City Approval.

Miscellaneous Fees/Expenses
Should travel be required for special projects, City will reimburse vendor for all reasonable out-of-pocket expenses incurred (e.g., air travel, accommodation, per-diem etc.). Per-diem will be $50 per day, which covers food and out-of-pocket expenses. All expenses shall be billed without any markup. City will require approval in advance of vendor's travel. All travel by vendor will be consistent with City's travel policies and original itemized receipts are required for all items. Estimated travel shall not exceed $1500.00 without City approval.

Where miscellaneous items include consumable or expendable materials such as workbooks, binders, etc., Contractor shall charge the City the actual cost of items purchased with reasonable lowest price procurement methods and receipts are required for all items.

Payment

Contractor will send Client invoices based on Exhibit F of the associated Agreement. Payments will be due within 45 days of the invoice date. Any changes to the Payment Milestone Schedule outlined in Exhibit F needs to be approved in writing by both parties. Should Contractor not receive payment when due, Contractor reserves the right to discontinue Services upon ten days prior with written notice. Client will be responsible for all costs and expenses (including, without limitation, reasonable attorneys fees) Contractor incurs in collecting late payments not disputed in good faith.

Piggybacking

Client hereby consents to extend to other municipalities the same terms available in this Agreement for use in inter-governmental cooperative purchasing ("Piggybacking"). Notwithstanding the foregoing, the terms of this Order Schedule and Agreement are Confidential Information.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall purchase and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A.   COMMERCIAL GENERAL LIABILITY INSURANCE

1.   Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury

2.   Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3.   The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

a.   Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

b.   There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

c.   Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as,

Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per occurrence or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E.   COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1.   Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2.   Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3.   Cancellation.

a.   Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b.   Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4.   Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F.   ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1.   Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services

by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara [Information Technology]
P.O. 12010-S2   or   151 North Lyon Avenue
Hemet, CA 92546-8010   Hemet, CA 92543

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I.   QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
PUBLICSTUFF, INC

EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA

Termination of Agreement for Certain Acts.

A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

    a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;

    b. Is convicted[2] of a crime punishable as a felony involving dishonesty[3];

    c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

    d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,

    e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor

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[1]   For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2]   For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3]   As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B.   The City may also terminate this Agreement in the event any one or more of the following occurs:

1.   The City determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or,

2.   If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.

C.   In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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[4]   Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5]   Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
PUBLICSTUFF, INC

EXHIBIT E

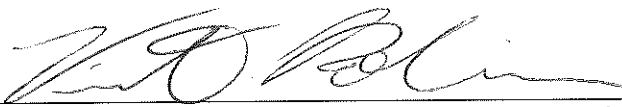### AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

PUBLICSTUFF, INC.
a Delaware corporation

By: _____

Signature of Authorized Person or Representative

Name: Vincent Polidoro

Title: CTO

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

NEW YORK 'ALL-PURPOSE' ACKNOWLEDGMENT
REAL PROPERTY LAW §309-a

State of New York
County of _New York_ } ss.

On the _23rd_ day of _October_ in the year _2014_ before me,
    Day   Month   Year
the undersigned personally appeared _Vincent Polidoro_ ,
                                         Name of Signer

(and _____,) personally known to me or
    Name of Additional Signer, if Any

proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Hector Padilla
Signature of Notary Public
Notary Public — State of New York

Place Seal Below   OR   Complete Lines Below
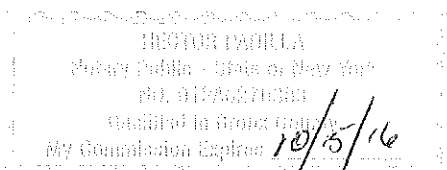
Hector Padilla
Name of Notary
New York
Name of County in Which Originally Qualified
_10/15/16_
Commission Expiration Date

_____
Name of County in Which Certificate of Official
Character Filed (if required)

──────────────── OPTIONAL ────────────────

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
PUBLICSTUFF, INC

EXHIBIT F

MILESTONE SCHEDULE

DATE	WORK DELIVERABLE	PAYMENT MILESTONE
Week 1	**Kick-Off** – Coordinate and lead kick-off meeting **Review Timeline**	
Week 2 - 3	**Administrator Training** – Administrator product training **Data Setup** – Determine service request types, users, departments, workflows, and widgets	
	Custom Branding & Mobile – Contractor to build branded mobile applications with staff-provided graphics built to specifications	
	Marketing – Marketing and promotion of new application to residents	
Week 2 - 4	**Integration with Active Directory and Lucity** – Discuss, plan, build, and test integrations **Integration to City Website**	
Week 2-5	**Testing and Modification** – Test and iterate on the system	
Week 5	**Staff Training** – Train staff users in one onsite Contractor visit	
	Milestone 1 Deliverable: User Acceptance Test completed and signed off	$8,700
Week 6	**Internal Soft Launch** – Use of system internally and modify system configuration, based on feedback	
Week 6-12	**Marketing and Launch** – Prepare marketing and launch plan	
Week 6-12	**Launch** – Prepare marketing and launch plan	
Week 6-12	**Post Production Support**	
6 months (180 days)	**Milestone 2 – Final Acceptance** Deliverable: Product acceptance completed and signed off	$8,700

Should the City elect to delay the completion of any work deliverable and not reach a given milestone, due to no fault of the Contractor, the payment milestone shall be considered reached and payment due upon 45 days of the scheduled milestone date.